

Mayor
James Kacsh
Council Members
Kristin Carpenter
Tim Joyce
David Allison
Bret Bradford
EJ Cheshier
David Reggiani
James Burton

Interim City Manager
Donald Moore

City Clerk
Susan Bourgeois

Deputy Clerk
Tina Hammer

Student Council

**REGULAR COUNCIL MEETING
JUNE 19, 2013 @ 7:30 PM
LIBRARY MEETING ROOM**

AGENDA



A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

I pledge allegiance to the Flag of the United States of America, and to the republic for which it stands, one Nation under God, indivisible with liberty and justice for all.

C. ROLL CALL

Mayor James Kacsh, Council members Kristin Carpenter, Tim Joyce, David Allison, Bret Bradford, EJ Cheshier, David Reggiani and James Burton

D. APPROVAL OF REGULAR AGENDA..... (voice vote)

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions
(Harbor, HSB, Parks & Rec, P&Z, School Board)
4. Superintendent's Report

G. APPROVAL OF CONSENT CALENDAR..... (roll call vote)

5. Resolution 06-13-34..... (page 1)

A resolution of the City Council of the City of Cordova, authorizing the City Manager to enter into a 5 year lease of property legally described as a portion of USS 2679 and within the Cordova High School, to include approximately 1,203 square feet of classroom and office space known as "classroom #3" and the "multi-purpose room" of the Cordova High School's library with the University of Alaska, on behalf of the University of Alaska, Prince William Sound Community College's Cordova campus

6. Resolution 06-13-35..... (page 9)

A resolution of the City Council of the City of Cordova, Alaska, approving new personnel classification and pay plan schedule

7. Resolution 06-13-36..... (page 14)

A resolution of the City Council of the City of Cordova, Alaska, authorizing a 2.25% wage increase for all exempt (non-union) employees of the City of Cordova, except for the City Manager and the City Clerk, effective June 1, 2013

8. Resolution 06-13-37..... (page 17)

A resolution of the City Council of the City of Cordova, Alaska, accepting a 10 foot wide conservation easement from Linden's Land Company, Inc., across portions of Lots 16 and 17, Block 46, and Lots 1 – 11, Block 45, Cordova Townsite in order to provide public access to the Eyak mountain trail

9. Approval of exception for Copper River Wild Salmon Festival, July 26-27..... (page 23)

H. APPROVAL OF MINUTES

10. Special Meeting Minutes 04-11-13..... (page 24)

11. Board of Equalization Minutes 04-15-13..... (page 26)

12. Regular Meeting Minutes 06-05-13..... (page 27)

I. CONSIDERATION OF BIDS - None

J. REPORTS OF OFFICERS

- 13. Mayor's Report..... (page 31)
- 14. Manager's Report
- 15. City Clerk's Report

K. CORRESPONDENCE

- 16. Email from James Mykland in re North Fill and Cordova Center..... (page 32)
- 17. Letter from Governor Parnell in re Cordova Capital Priorities 06-05-13..... (page 33)
- 18. Alaska Municipal League annual membership dues statement 05-20-13..... (page 35)
- 19. Letter from Senator Stevens to Mayor in re Fish Follies invitation..... (page 37)

L. ORDINANCES AND RESOLUTIONS

- 20. Ordinance 1109..... (roll call vote)(page 38)
An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code Title 11 entitled "port and harbor facilities" to update all provisions, to improve readability and clarity, to comply with federal and state law, and to revise the auction procedures for impoundment of nuisances and the disposal of vessels – 2nd reading
- 21. Resolution 06-13-38..... (voice vote)(page 68)
A resolution of the City Council of the City of Cordova, Alaska, appointing an Acting City Manager

M. UNFINISHED BUSINESS

- 22. Approval of Safe Routes to School conceptual design..... (voice vote)(page 69)
- 23. Council approval of City Clerk's Draft Employment Agreement..... (voice vote)(page 71)
(may be discussed in executive session)
- 24. Health Care Housing grant update..... (voice vote)(page 77)

N. NEW & MISCELLANEOUS BUSINESS

- 25. Approval of City Manager contract for employment with Randy Robertson..... (voice vote)
(draft contract will be brought to the meeting – may be discussed in executive session)
- 26. Redistricting – discussion/update
- 27. Pending Agenda and Calendar..... (page 81)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

- 28. Council Comments

Q. EXECUTIVE SESSION

- 29. Attorney advice regarding PWSSC land disposal
- 30. Cordova Center Finances – Attorney advice/update

R. ADJOURNMENT

Executive Sessions: Subjects which may be discussed are: (1) Matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) Subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) Matters which by law, municipal charter or code are required to be confidential; (4) Matters involving consideration of governmental records that by law are not subject to public disclosure.

**If you have a disability that makes it difficult to attend city-sponsored functions,
you may contact 424-6200 for assistance.**

Full City Council agendas and packets available online at www.cityofcordova.net

Memorandum

To: City Council
Thru: City Manager
From: Planning Department Staff
Date: June 10, 2013
Re: Prince William Sound Community College Lease

PART I. GENERAL INFORMATION:

The timeline of the disposal of space within the High School Building (USS 2637) for Prince William Sound Community College (PWSCC) office and classroom use

1. 2/1/2013 Letter of interest was received from PWSCC
2. 1/9/2013 & 2/11/2013 School board meeting, letter and leasing opportunity were discussed and a resolution recommending to accept application as per CMC 5.22 was passed and forwarded to P&Z
3. 2/12/2013 Planning and zoning reviewed letter and resolution, made recommendation to City Council on disposal and method of disposal.
4. 2/20/2013 City Council Meeting; City council voted to have the city manager negotiate a lease with the applicant

PART II. REVIEW OF APPLICABLE CODE

At the Planning Commission meeting 2/13/2013 the application and resolution was discussed. As described in section 5.22.040 P&Z shall review and make a recommendation to city council on the disposal of the property and the method of disposal.

5.22.040 - Application to lease or purchase

D. The planning commission shall review the application, and recommend to the city council whether the city should accept the application, offer the real property interest for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.

Section 5.22.060

- A. In approving a disposal of an interest in city real property for fair market value, the council shall select the method by which the city manager will conduct the disposal from among the following:
1. Negotiate an agreement with the person who applied to lease or purchase the property;
 2. Invite sealed bids to lease or purchase the property;
 3. Offer the property for lease or purchase at public auction;
 4. Request sealed proposals to lease or purchase the property.

The following motion was made and voted on

M/Greenwood, S/McGann “I move to recommend to City Council to dispose 1203 square feet of classroom and office space at the High School Building (USS 2637) by procedure #1.”

Yeas: Bailer, Greenwood, McGann, Pegau, Reggiani, Banenen, & LoForte

7-0 motion passes

At the 2/20/13 city council reviewed the recommendation from P&Z and do one of the following as described in 5.22.060.

5.22.060 - Methods of disposal for fair market value.

- A. In approving a disposal of an interest in city real property for fair market value, the council shall select the method by which the city manager will conduct the disposal from among the following:
 - 1. Negotiate an agreement with the person who applied to lease or purchase the property;
 - 2. Invite sealed bids to lease or purchase the property;
 - 3. Offer the property for lease or purchase at public auction;
 - 5. Request sealed proposals to lease or purchase the property.

The following motion was made and voted on

"I move that the City dispose of 1203 square feet of classroom and office space at the High School Building (USS 2637) for not less than fair market value as outlined in chapter 5.22.060A A1".

Vote on motion: 7 yeas. 0 Nays. Motion Passes

The Finance Department has confirmed that the Prince William Sound Community College is adhering to the lease agreement and is timely and current on their payments.

Before the Council is the lease which has been reviewed and agreed upon by both the City Attorneys and University of Alaska lawyers. Also a resolution is before the council to approve, the final step in the leasing of a portion of the High School to Prince William Sound Community College.

PART III. STAFF RECOMMENDED MOTION

“I move to approve resolution 06-13-34”

**CITY OF CORDOVA, ALASKA
RESOLUTION 06-13-34**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A 5 YEAR LEASE OF PROPERTY LEGALLY DESCRIBED AS A PORTION OF USS 2679 AND WITHIN THE CORDOVA HIGH SCHOOL, TO INCLUDE APPROXIMATELY 1,203 SQUARE FEET OF CLASSROOM AND OFFICE SPACE KNOWN AS "CLASSROOM #3" AND THE "MULTI-PURPOSE ROOM" OF THE CORDOVA HIGH SCHOOL'S LIBRARY WITH THE UNIVERSITY OF ALASKA, ON BEHALF OF THE UNIVERSITY OF ALASKA, PRINCE WILLIAM SOUND COMMUNITY COLLEGE'S CORDOVA CAMPUS

WHEREAS, the lease term with the University of Alaska will commence upon execution of the lease, included herein as Attachment A, and the term of the lease will be for 5 years; and

WHEREAS, the lease with the University of Alaska is generally described as a portion of the Cordova High School to include, (1) approximately 1,203 square feet of classroom and office space known as "Classroom #3" and (2) the "Multi-Purpose Room" of the Cordova High School's Library. Said premises (hereinafter referred to as "Leased Premises") include the reasonable use by Lessee of common areas of the Cordova High School, which consist of but are not limited to stairways, hallways, restrooms, and on-site parking; and

WHEREAS, the monthly rate will be one thousand six hundred and sixty-six dollars and sixty-six cents (\$1,666.66); and

WHEREAS, payments made under this Lease to the City Of Cordova shall be transferred to the Cordova Public School District Mt. Eyak Fund #710-600-700-903-00, for the purpose of offsetting feed and tuition; and

WHEREAS, the City Administration proposes entering into the lease with the terms as laid out in Attachment A.

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova hereby authorizes and directs the City Manager to sign the lease with the University of Alaska in accordance with the terms of the Lease. The form and content of the Lease now before this meeting is in all respects authorized, approved and confirmed by this resolution, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease reflecting the terms in the Lease on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease.

PASSED AND APPROVED THIS 19th DAY OF JUNE, 2013.

James Kacsh, Mayor

Attest:

Susan Bourgeois, City Clerk

Attachment A

LEASE

between

CITY OF CORDOVA, LESSOR

and UNIVERSITY OF ALASKA, LESSEE

This Agreement (hereinafter "Agreement" or "Lease") is made this _____ day of June, 2013 ("Effective Date"), by and between the City of Cordova, whose address is 602 Railroad Avenue, Cordova, Alaska 99574 (hereinafter "Lessor" or "City"), and the University of Alaska, whose address is 3211 Providence Drive, Anchorage, Alaska 99508, on behalf of the University of Alaska, Prince William Sound Community College's Cordova Campus (hereinafter "Lessee" or "University").

Premises

Subject to the terms and conditions contained herein, Lessor leases to Lessee the following-described premises situated in the Cordova High School, 100 Fisherman Way, Cordova, Alaska, to wit: (1) approximately 1,203 feet of classroom and office space known as "Classroom #3" and (2) the "Multi-Purpose Room" of the Cordova High School's Library. Said premises (hereinafter referred to as "Leased Premises") include the reasonable use by Lessee of common areas of the Cordova High School, which consist of but are not limited to stairways, hallways, restrooms, and on-site parking.

Term

The term of this Agreement shall be five (5) years, commencing on June XX, 2013, and terminating on June XX, 2018.

Extension of Term

The parties may extend the term of this Lease upon mutual agreement. In the event the parties agree to extend the term of this Lease, this Lease shall be subject to all provisions of the Cordova Municipal Code and state and federal law in effect at the time of renewal.

Rent

Lessee shall pay to Lessor the sum of \$1,666.66 per month as rent ("Rent") commencing June XX, 2013. Rent shall be paid no later than the first day of each month throughout the term of this Lease and any extension thereof. Payment for any partial month's occupancy shall be prorated, based upon a thirty (30) day month. Rent may be paid in advance on a less frequent basis at the option of the Lessee.

Late Fees and Interest

If Lessee fails to pay part or all of the Rent within ten (10) days of a late notice, Lessee shall also pay as Additional Rent interest at eight percent (8%) per annum on the remaining unpaid balance of any Rent that is due but unpaid retroactive to the date originally due until paid.

Rental Adjustment

This Lease is subject to a rental adjustment to fair market value at intervals no less frequent than every two years. In no event shall such an adjustment cause a reduction in the rental payments due under this Lease.

Holding Over

In the event Lessee remains in possession of the Leased Premises after expiration of the term of this Lease, or after the date of any notice given by City to Lessee terminating this Lease, such possession by Lessee shall be deemed a month-to-month tenancy on the same terms and conditions and at the same rental rate as set forth herein. Such month-to-month tenancy is terminable on thirty (30) days' notice given at any time by either party.

Other Provisions

- A. Lessee shall provide all telephone and internet infrastructure to the Leased Premises, independent of such infrastructure provided by the City of Cordova, Cordova School District.
- B. Lessee shall be responsible for any and all fees, costs, charges and/or expenses arising from or related to the telephone and internet infrastructure that it provides to the Leased Premises.
- C. Lessor shall provide janitorial service and supplies.
- D. Lessor shall pay all other utility costs (consisting of heat, electricity, snow removal, sewer and water).
- E. Lessee shall maintain at its own expense liability insurance coverage during the term of this Lease and any extension thereof. Lessee shall provide proof of such liability insurance coverage to Lessor in a form acceptable to Lessor. Lessee is self-insured and will provide a Certificate of Self Insurance to Lessor no more than 20 days after the Effective Date. The City shall not be required to carry insurance on the property, furnishings, equipment and other items of personal property of Lessee and its employees, agents, students or invitees.
- F. Lessee's Indemnification: Lessee shall defend, indemnify and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) caused by Lessee's negligent acts or omissions and/or the negligent acts or omissions of Lessee's Board of Regents, officers, employees, agents, students or invitees. This provision does not apply to any harm, loss, injury or death caused by the negligent acts or omissions of Lessor or its employees, agents, students, or invitees.
- G. Lessor's Indemnification: Lessor shall defend, indemnify and hold the Lessee, its Board of Regents, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) caused by Lessor's negligent acts or omissions and/or the negligent acts or omissions of Lessor's employees, agents, students or invitees. This provision does not apply to any harm, loss, injury or death caused by the negligent

acts or omissions of Lessee or its Board of Regents, officers, employees, agents, students, or invitees.

- H. Lessee is responsible for damage to the Leased Premises and to the City's property caused by Lessee's use or occupancy of the Leased Premises by Lessee or its employees, agents, students, or invitees. In the event of any damage to or destruction of the Leased Premises, Lessee shall promptly give written notice to the City generally describing the nature and extent of such damage or destruction. In the event of damage or destruction caused by Lessee's use or occupancy, Lessee shall, at its own expense, restore, repair, replace, rebuild, or alter the same as nearly as possible to its value and character immediately prior to such damage or destruction, such restoration to be begun promptly and to be prosecuted diligently.
- I. The school building hours are 7:00 a.m. to 10:00 p.m. Subject to the provisions of paragraph J and K, below, the University shall have access to and use of the Leased Premises from 7:00 a.m. to 10:00 p.m.
- J. Any and all adult classes (including GED classes) shall be offered only after the regular school day has ended (4:00 p.m.) and conclude no later than 10:00 p.m.
- K. Library: With the exception of the Cordova School District's use of the library for school board meetings (typically monthly), Lessee will have joint use of the library space with Lessor during scheduled school days, provided that such use by the Lessee does not disrupt the Lessor's use of the library. Use of the library solely by the Lessor includes days when the library is closed as a result of traveling teams/visiting students who are using the library as sleeping quarters, etc.
- L. For security reasons, Lessee's visitors must check into the principal's office upon arrival to the school/college during normal school day hours.
- M. Lessee and other persons occupying and/or using the Leased Premises by virtue of this Agreement shall comply with Lessor's School Board policies, a copy of which has been provided to Lessee, and with all applicable local, state and federal law.
- N. Lessor will provide Lessee with Cordova High School's current calendar of events.
- O. Lessee may erect in or affix to the school building such exterior and interior signs as it deems necessary to inform the public of the nature and locations of Lessee's business, subject, however, to the prior approval by the City as to size, character, aesthetics and contemplated location of any such signs. If so approved, any signs shall be placed with the understanding and agreement that Lessee will remove same at the termination of the tenancy and repair any damage or injury to the Leased Premises caused thereby. If not so removed by Lessee, then the City shall have the same removed at Lessee's expense.

Assignment

This Lease may not be assigned without the written approval of the Lessor.

Termination

This Lease may be terminated by either party with 30 days' written notice.

Default

- A. Each of the following shall be deemed a default by the Lessee and a breach of the Lease:
 - 1. A default in the payment of the rent due hereunder for a period of ten (10) days from the due date for such payment.
 - 2. The vacation or abandonment of the Leased Premises by Lessee.

3. The assignment or subletting of the Leased Premises by Lessee without the prior written consent of the City.

4. A default in the performance of any other term, covenant or condition on the part of the Lessee for a period of fifteen (15) days after service by City on Lessee of a written notice specifying the particular default or defaults.

B. Each of the following is a default by the Lessor:

1. Lessor's failure to comply with the terms of this Lease; and

2. Lessor's interference with Lessee's quiet enjoyment of the Leased Premises.

Right to Bring Multiple Suits

In the event of the termination of this Lease by reason of the default by either party, the non-defaulting party may bring suit or suits for the recovery of damages or deficiencies, or any installments thereof from time to time at its election, and nothing contained herein shall be deemed to require the non-defaulting party to postpone suit until the date when the term of this Lease would have expired if it had not been so terminated hereunder, or under any provision of law. Nothing herein contained shall be construed to limit or preclude recovery by the non-defaulting party of any sums or damages to which, in addition to the damages particularly provided above, the non-defaulting party may lawfully be entitled by reason of any default hereunder on the part of defaulting party. Nothing herein contained shall be construed to limit or prejudice the right of the non-defaulting party to obtain, as damages, by reason of the termination of this Lease for the default of the other party, an amount equal to the maximum allowed by any statute or rule of law in effect at the time and governing the proceedings in which such damages are to be proved. The non-prevailing party in any action to enforce the terms of this Lease shall pay the prevailing party's full attorney's fees.

Nonwaiver of Breach

The failure of either party to insist upon strict performance of any of the covenants and agreements of this Agreement or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such breach or any other covenants or agreements, and the same shall remain in full force and effect. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

Severability

If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

Employees

Employees of each respective party to this Lease are not, and shall not for any purpose be considered to be, employees of the other party to this Lease.

Notices

All payments of rent shall be either hand-delivered or mailed, postage prepaid, through United States mail to Lessor at the address shown below. All notices referred to in this Agreement shall be sent Certified Mail, Return Receipt Requested, to the parties at the addresses shown below and shall be deemed given three (3) days after mailing same.

LESSOR

City of Cordova
675 Second Street
Cordova, Alaska 99574

LESSEE

University of Alaska
Prince William Sound Community College
303 Lowe Street
Valdez, Alaska 99686

Representation as to Authority

Each party represents that it has the authority and is authorized to enter into this Agreement.

AMENDMENT

The parties may amend this Lease in a written document signed by both parties.

LAW AND VENUE

The law of the State of Alaska shall govern this lease, and any dispute that arises between the parties that cannot be resolved through negotiation shall be filed in the state courts in Anchorage, Alaska.

Entire Agreement

This Agreement, and any exhibits attached hereto, set forth all of the terms, conditions, covenants and agreements of the parties relative to this Lease and supersede any former agreements, oral or written, which, upon the execution of this Lease, are terminated and of no further force and effect. There are no terms, conditions, covenants or agreements, except as herein provided.

LESSOR

City of Cordova

By: _____

Title: _____

Date: _____

LESSEE

University of Alaska

By: _____

Title: _____

Date: _____



CITY OF CORDOVA

Office of City Manager

To: Mayor and City Council
From: Donald L. Moore, Interim City Manager
Subject: Resolution 06-13-35
Date: June 12, 2013

The Cordova Municipal Code requires the City Manager to annually review the employee classification plan to assure that positions are properly classified and to recommend changes needed to keep the classification plan current.

I recently reviewed the classification plan for exempt employees and found that four positions; 1.) Harbormaster, 2.) Parks and Recreation Director, 3.) Library Director, 4.) Fire Marshall are incorrectly classified.

The review and evaluation of these positions shows they are classified lower than is equitable based upon the nature of the job duties and responsibilities when compared with other exempt positions in the City and when compared with the same positions in Alaskan Cities of similar size and complexity as Cordova.

I have also removed the position of Assistant City Manager from the existing classification and replaced the position of Museum Director.

Resolution 06-13-35 will adjust the classification plan to place these positions at the proper class and rate of pay.

We will absorb the pay difference in the operating budget and not require an appropriation for the 2013 budget.

The Manager recommends approval of Resolution 06-13-35.

**CITY OF CORDOVA, ALASKA
RESOLUTION 06-13-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING NEW PERSONNEL CLASSIFICATION AND PAY PLAN SCHEDULE**

WHEREAS, the exempt classification plan is the grouping of positions into appropriate classes which are sufficiently similar with respect to duties and responsibilities; and

WHEREAS, one of the purposes of the exempt classification plan is to establish fair and equitable pay; and

WHEREAS, by the Cordova Municipal Code 4.20.040, the City Manager shall have authority for the overall administration of the classification plan; and thus shall analyze and evaluate the duties, responsibilities and qualifications required of each position in the classified service and then allocate each position to the appropriate class; and

WHEREAS, the Interim City Manager reviewed the classification plan to ascertain whether or not the plan accurately reflects existing conditions; to determine the accuracy of class specifications; and to assure that positions were properly classified; and

WHEREAS, the Interim City Manager determined there were 4 positions, incorrectly classified by wage, based on the level of their duties and responsibilities; and

WHEREAS, these positions were also evaluated and found to be significantly lower compared to other Alaskan cities of similar size and complexity; and

WHEREAS, the Interim City Manager recommends to council, changes needed in the classification plan to keep it current; these 4 positions are identified as the Harbormaster, Parks & Recreation Director, Fire Marshal, and Library Director and the following wage adjustments for the remainder of the 2013 budget are:

Harbormaster	\$ 5,891.
Parks & Recreation Director	\$ 2,691.
Library Director	\$ 2,482.
Fire Marshal	\$ 2,559.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby adopts and approves the attached Exempt Classification and Wage Schedule.

PASSED AND APPROVED THIS 19th DAY OF JUNE, 2013.

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Date: June 12, 2013

Agenda Date: June 19, 2013

Amount: \$13,623.00	Subject: Resolution to approve new personnel classification and pay plan schedule
Fiscal Impact: Yes	
Budgeted: No	Resolution/Ordinance # 06-13-35
From Account#: Unrestricted Fund Balance	
To Account#: Wages in both General Fund and Harbor Enterprise Fund	
Prepared by: J. Stavig	

Expenditures	FY 2013	FY 2014	FY 2015
Contractual			
Supplies			
Equipment			
Travel			
Land/Structure			
Grants			
Wages	\$13,623.00		
	FY 2013	FY 2014	FY 2015
Revenue			
Funding Source	FY 2013	FY 2014	FY 2015
General Fund			
State/ Federal Grants			
Unrestricted Fund Balance	\$13,623.00		

Additional Information

A resolution approving new personnel classification and pay plan schedule to 4 positions identified as the Harbormaster, Parks & Recreation Director, Fire Marshall and Library Director.

ALASKA MUNICIPAL SALARY & BENEFIT SURVEY 2013
JOB DESCRIPTIONS

HARBORMASTER

Is responsible for the security, maintenance, repair, space rental, and safe usage of the boat harbors, ferry terminals and municipal docks.

PARKS & RECREATION DIRECTOR

Plans, organizes, directs, and controls the functions of Parks & Recreation. Develops and implements policies, procedures, and practices to accomplish the development, construction restoration, and maintenance of parks, recreation facilities, and related programs. Accomplishes short-term and long-range planning. This job typically reports to the chief administrative officer of the jurisdiction.

FIRE LIEUTENANT/STATION SUPERVISOR

Oversees a fire station and equipment during an assigned shift. Supervises fire crews at a fire until arrival of a senior officer, assists in training personnel, and prepares reports and recommendations. May prepare evaluation of subordinates.

LIBRARIAN

Performs professional library duties in a public library, including acquisition of materials, cataloging, reference work. May be responsible for operation of a full service branch library. May supervise other staff.

City of Cordova
Non-Union (Exempt) Employee Pay Schedule - Annual Salary Amounts
(Effective June 1, 2013 Resolution 6-13-35)

POSITION	90% Base	BASE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	LEVEL 9	LEVEL 10
Finance Director	58,283.74	64,759.71	66,569.01	68,422.44	70,342.06	72,305.82	74,335.76	76,409.84	78,550.11	80,756.58	83,007.17	84,882.66
Police Chief	58,283.74	64,759.71	66,569.01	68,422.44	70,342.06	72,305.82	74,335.76	76,409.84	78,550.11	80,756.58	83,007.17	84,882.66
Public Works Director	58,283.74	64,759.71	66,569.01	68,422.44	70,342.06	72,305.82	74,335.76	76,409.84	78,550.11	80,756.58	83,007.17	84,882.66
Planner	58,283.74	64,759.71	66,569.01	68,422.44	70,342.06	72,305.82	74,335.76	76,409.84	78,550.11	80,756.58	83,007.17	84,882.66
Harbormaster	58,283.74	64,759.71	66,569.01	68,422.44	70,342.06	72,305.82	74,335.76	76,409.84	78,550.11	80,756.58	83,007.17	84,882.66
Superintendent of Facilities	58,283.74	64,759.71	66,569.01	68,422.44	70,342.06	72,305.82	74,335.76	76,409.84	78,550.11	80,756.58	83,007.17	84,882.66
Museum Director	49,307.84	54,786.49	56,331.01	57,897.61	59,508.33	61,185.23	62,906.28	64,671.45	66,480.75	68,334.18	70,231.74	72,151.37
Info. Services Director	49,307.84	54,786.49	56,331.01	57,897.61	59,508.33	61,185.23	62,906.28	64,671.45	66,480.75	68,334.18	70,231.74	72,151.37
Library Director	49,307.84	54,786.49	56,331.01	57,897.61	59,508.33	61,185.23	62,906.28	64,671.45	66,480.75	68,334.18	70,231.74	72,151.37
Fire Marshal	49,307.84	54,786.49	56,331.01	57,897.61	59,508.33	61,185.23	62,906.28	64,671.45	66,480.75	68,334.18	70,231.74	72,151.37
Parks & Recreation Director	49,307.84	54,786.49	56,331.01	57,897.61	59,508.33	61,185.23	62,906.28	64,671.45	66,480.75	68,334.18	70,231.74	72,151.37
Public Works Supervisor	49,307.84	54,786.49	56,331.01	57,897.61	59,508.33	61,185.23	62,906.28	64,671.45	66,480.75	68,334.18	70,231.74	72,151.37
Water/Wastewater Supervisor	49,307.84	54,786.49	56,331.01	57,897.61	59,508.33	61,185.23	62,906.28	64,671.45	66,480.75	68,334.18	70,231.74	72,151.37
Refuse Supervisor	49,307.84	54,786.49	56,331.01	57,897.61	59,508.33	61,185.23	62,906.28	64,671.45	66,480.75	68,334.18	70,231.74	72,151.37
HR/Grants Administrator	45,951.81	51,057.57	52,491.77	53,948.04	55,448.43	56,992.95	58,581.61	60,214.39	61,891.31	63,612.34	65,377.52	67,186.82
Finance Management Assistant	42,238.33	46,931.48	48,255.36	49,601.30	50,991.37	52,425.57	53,903.90	55,404.30	56,948.82	58,537.48	60,170.27	61,855.04
Assistant Planner	38,107.84	42,342.04	42,540.61	43,732.11	44,967.72	46,225.42	47,527.23	48,851.10	50,219.11	51,609.18	53,043.39	54,521.71
Assistant to the Police Chief	33,619.88	37,355.42	38,392.47	39,451.56	40,554.80	41,680.10	42,849.52	44,041.01	45,276.63	46,534.32	47,836.13	49,160.00
Deputy Clerk	33,619.88	37,355.42	38,392.47	39,451.56	40,554.80	41,680.10	42,849.52	44,041.01	45,276.63	46,534.32	47,836.13	49,160.00

INITIAL HIRE PAY LEVEL IS DETERMINED BASED ON QUALIFICATIONS AND EXPERIENCE.
 INCREASES IN LEVEL ARE TO BE AWARDED ON THE BASIS OF MERIT FOR ABOVE AVERAGE JOB PERFORMANCE.
 ALL SALARY INCREASES MUST BE APPROVED BY THE CITY MANAGER.



CITY OF CORDOVA

Office of City Manager

To: Mayor and City Council
From: Donald L. Moore, Interim City Manager
Subject: Resolution 06-13-36 Exempt Employee Wage Scale Increase
Date: June 12, 2013

Resolution 06-13-36 authorizes the Manager to apply a wage increase of 2.25% to the salary scale of the exempt (non-union) employees effective June 1, 2013.

The Exempt employees are responsible for a large and increasing proportion of public assets and operations per employee. In my observation these employees are working increased hours, without overtime compensation, and accepting additional tasks in order to meet the public need and definitely merit at least the same raise as that recently awarded to the union employees.

The 2.25% amount is based on the Anchorage Consumer Price Index (CPI) for 2012 and will require an appropriation of \$14,716 in order to pay the increase for all exempt employees except the City Manager and City Clerk.

The Manager recommends approval of Resolution 06-13-36.

**CITY OF CORDOVA, ALASKA
RESOLUTION 06-13-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING A 2.25% WAGE INCREASE FOR ALL EXEMPT (NON-UNION)
EMPLOYEES OF THE CITY OF CORDOVA, EXCEPT FOR THE CITY MANAGER
AND THE CITY CLERK, EFFECTIVE JUNE 1, 2013**

WHEREAS, as of May 1, 2013 Council approved a two and a quarter percent (2.25%) wage increase for Union employees of the City of Cordova; and

WHEREAS, the Interim City Manager has provided reasons why exempt employees are also deserving of a compensation increase due primarily to greater workload and responsibilities; and

WHEREAS, this pay increase would become effective June 1, 2013 and in order to pay the wage increase, which was not included in the 2013 budget as previously adopted, the following supplemental appropriations are necessary:

General Fund	\$11,301.
Harbor Fund	\$ 719.
Sewer Fund	\$ 424.
Water Fund	\$ 424.
Refuse Fund	\$ 872.
Total Appropriation all Funds	\$13,742.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cordova, Alaska, hereby authorizes a two and a quarter percent (2.25%) wage increase for all Exempt (Non-Union) employees of the City of Cordova, except for the City Manager and City Clerk, effective June 1, 2013; and hereby authorizes supplemental appropriations in the amount of \$13,742. in the General Fund and Enterprise Funds to pay the 2013 wage increase for all exempt employees noting aforementioned exceptions. Such additional appropriation shall be recorded in the 2013 Operating Budget as amendments to all payroll related expense items.

PASSED AND APPROVED THIS 19th DAY OF JUNE, 2013

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Date: June 12, 2013

Agenda Date: June 19, 2013

Amount: \$13,742.00	Subject: Authorizing a 2.25% Wage Increase for all Exempt (Non-Union) Employees for the City of Cordova
Fiscal Impact: Yes	
Budgeted: No	Resolution/Ordinance # 06-13-36
From Account#: Unrestricted Fund balance	
To Account#: Wages- General Fund and Enterprise Funds	
Prepared by: J. Stavig	

Expenditures	FY 2013	FY 2014	FY 2015
Contractual			
Supplies			
Equipment			
Travel			
Land/Structure			
Grants			
Employee Wages	\$13,742.00		
	FY 2013	FY 2014	FY 2015
Revenue			
Funding Source	FY 2013	FY 2014	FY 2015
General Fund			
State/ Federal Grants			
Unrestricted Fund Balance	\$13,742.00		

Additional Information

Resolution 06-13-36 authorizes the Manager to apply a wage increase of 2.25% to the salary of the exempt (non-union) employees effective June 1, 2013.

Memorandum

To: City Council

Thru: City Manager

From: Planning Staff

Date: June 12, 2013

Re: Acceptance of Conservation Easement by City of Cordova

PART I. Background:

5/24/2013 Trails Committee and Parks and Recreation Commission Meeting approved a resolution supporting the City accepting the Conservation Easement and supporting the trail

6/11/2013 Planning & Zoning Commission passed a resolution supporting and recommending that City Council accept the conservation easement from Linden's Land Company.

The Trails Committee was formed in 2009 by City Council to advise the Parks and Recreation Commission on the Development of new trails, enhancement of existing trails and the development of additional trail resources. The Eyak Mountain trail has support from the Trails Committee and the Parks and Recreation Commission. In order to preserve the trail for the future and to promote an in-town recreational opportunity both the committee and the commission felt it necessary for the City of Cordova to accept the conservation easement from Linden's Land Company. The Conservation easement crosses Lots 1- 11, Block 45 and Lots 16 17, Block 46 (see attached map). By accepting the easement the entire trail will have public access and can be preserved for future use.

The Planning & Zoning commissioner's reviewed legal information, the location of the easement, and future plans for maintenance and trail development. The Planning & Zoning Commission approved a resolution recommending the City Council accept the conservation easement from Linden's Land Company.

M/ Reggiani, S/ Greenwood

"I move to accept and forward to City Council Resolution 13-04."

Vote on motion: 7 yeas (Bailer, Reggiani, Greenwood, Pegau, McGann, Baenen, Srb), 0 nays. Motion passes.

Attached is a draft easement (reviewed by the lawyers), a map identifying the easement location and a resolution accepting the easement. The map attached will be modified prior to the recording of the easement showing only where the trail crosses private property, but at this time the surveyor has not completed that portion of the drawings.

PART II. Recommended Motion:

"I move to approve Resolution 06-13-37."

**CITY OF CORDOVA, ALASKA
RESOLUTION 06-13-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
ACCEPTING A 10 FOOT WIDE CONSERVATION EASEMENT FROM LINDEN'S
LAND COMPANY, INC., ACROSS PORTIONS OF LOTS 16 AND 17, BLOCK 46, AND
LOTS 1 – 11, BLOCK 45, CORDOVA TOWNSITE IN ORDER TO PROVIDE PUBLIC
ACCESS TO THE EYAK MOUNTAIN TRAIL**

WHEREAS, the Eyak Mountain Trail is a historical trail and provides an in-town recreational opportunity for citizens and tourists; and

WHEREAS, the Eyak Mountain Trail runs east from Fifth Street along the hillside and then connects with the “Sven and Ollie” trail on land leased by the Sheridan Alpine Association from the State of Alaska; and

WHEREAS, the conservation easement given from Linden’s Land Company would provide for future and continuous access of the entire trail and allow the City to maintain, use and promote the entire trail for recreational use; and

WHEREAS, the Planning and Zoning Commission supports the work on this project of the Trails Committee and the Parks and Recreation Commission; and

WHEREAS, the Planning Department staff and the Planning and Zoning Commission recommend that the City Council accept and support the easement; and

WHEREAS, the City Manager and staff shall proceed with the legal documents and work necessary to complete the City acceptance of said conservation easement.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska accepts a 10 foot wide conservation easement from Linden’s Land Company, Inc., across portions of Lots 16 and 17, Block 46, and Lots 1 – 11, Block 45, Cordova Townsite in order to provide public access to the Eyak Mountain Trail.

PASSED AND APPROVED THIS 19th DAY OF JUNE, 2013

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Cordova Recording District

After Recording, Return to:

City of Cordova
Attn: City Manager
602 Railroad Avenue
Cordova, Alaska 99574

GRANT OF CONSERVATION EASEMENT

LINDEN’S LAND COMPANY, INC., an Alaska corporation, whose business address is P.O. Box 1875, Cordova, Alaska, 99574 (“Grantor”), for good and valuable consideration, hereby grants to the CITY OF CORDOVA, an Alaska home-rule municipality, whose business address is 602 Railroad Avenue, Cordova, Alaska 99574 (“Grantee”), for the benefit of the public, a conservation easement, as that term is defined in AS 34.17.060(1).

1. **Easement.** Grantor grants to Grantee and its successors or assigns a ten-foot wide conservation easement (“Easement”) located over and across the property, legally described as:

Lots 17 and 16, Block 46, and Lots 1 – 11, Block 45, Cordova Town Site,
Cordova Recording District, Third Judicial District, State of Alaska (“Property”).

The Easement shall run through the Property as detailed on Exhibit A. Generally the Easement will run from the southwest side of Lot 1, Block 45, to the northeast corner of Lot 11, Block 45, continuing through the south side of Lot 17, Block 46, to the west side of Lot 16, Block 46, and crossing the east side of Lot 16, Block 46, all in Cordova Town Site, which is located in Township 15 South, Range 3 West, Copper River Meridian, Third Judicial District, State of Alaska.

2. **Easement Use.** The Easement will be used exclusively for non-motorized, non-commercial, pedestrian, public recreational use. Specifically the Easement will be used for public pedestrian access, ingress, and regress to the Eyak Mountain Trail. The Grantor shall have the right to construct and maintain a hiking trail within the Easement, or have other entities, organizations, or people construct and maintain a hiking trail within the Easement.
3. **Consideration.** Grantee agrees to pay Grantor ten dollars (\$10) in exchange for the Easement.
4. **Term.** The Grantor grants the Easement to the Grantee in perpetuity. The Easement will run with the Property as an easement and encumbrance on the Property.

5. **Amendment.** The Easement may be amended or relocated only by a written agreement signed by both parties hereto, or their successors.
6. **Assignment.** Before the Grantee or its successor may assign the Easement, Grantor or Grantor's successor must provide written consent to the assignment. Consent will not be unreasonably withheld.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Linden's Land Company, Inc., hereunto sets its hand and seal
this _____ day of _____, 2013.

GRANTOR:

By: Linden O'Toole

Its:

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Linden O'Toole, to me known to be the individual described in and who executed the within and foregoing Grant of Conservation Easement, and he acknowledged to me that he signed the same as **Signatory's Title** of Linden's Land Company, Inc., in the name of and for and on behalf of the Company, freely and voluntarily and by authority of its Bylaws, for the uses and purposes therein mentioned.

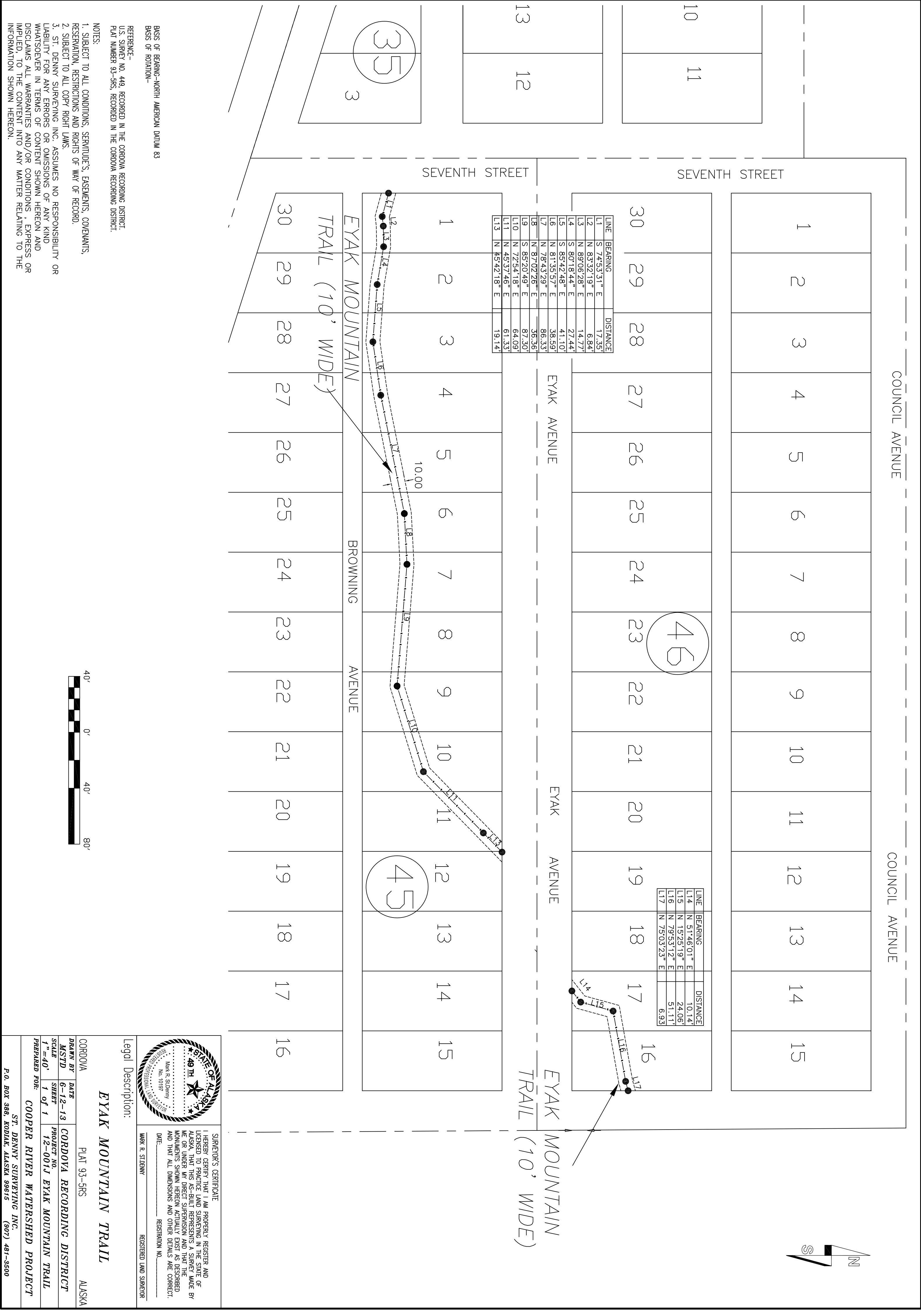
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the
day and year first above written.

Notary Public in and for the State of Alaska
My commission expires: _____

Exhibit A
Diagram of Conservation Easement

[Attach map of easement location]

DRAFT





From music to salmon to runs to great food, this festival has it all!

PO Box 71, Cordova Alaska 99574 www.cordovaarts.org

Mayor Jim Kasch
City Council Members

May 30, 2013

Ladies and Gentlemen:

Cordova Arts & Pageants along with the Alaska Salmon Runs, the Prince William Science Center, the Copper River Watershed Project and the Copper River Marketing Association (and many other community organizations) will be holding the 9th annual Copper River WILD! Salmon Festival, the 13th annual Salmon Jam Music Festival, and the 26th annual Alaska Salmon Runs this coming month on July 26-27, 2013. This home-grown festival has proven to put Cordova on the map for places to visit in the summer.

On behalf of the aforementioned organizations, I would like to request an exceptional use permit to City Ordinance 6.12.030 regarding the allowance of alcoholic beverages within a municipal building for this annual event, the Copper River WILD! Salmon Festival. Should we encounter strong winds at any point during the weekend, we have chosen the Bidarki Recreation Center for the alternate location. Otherwise the festival grounds have been the Mt Eyak Ski Area under the festival tent which was purchased by Cordova Arts & Pageants. Every year, the festival receives an ABC permit from the state.

The hours of beer/wine sales are from 6-midnight Friday night and 6-midnight Saturday night. The festival shuts down at 1 am each night.

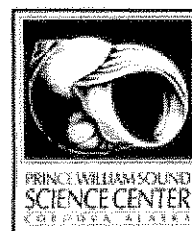
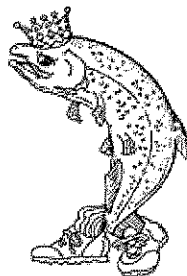
The festival has benefited from the city's involvement in making this a great family event for Alaskan families and we look forward to future festivals. If you haven't been to the festival, yet, may I encourage you to come and participate? You'll see how this festival has grown to be an Alaskan favorite. You can check out the festival's website at: www.copperriverwild.org

Thank you for your consideration.

Sincerely,

Cathy Long
Volunteer
Cordova Arts & Pageants

Cordova
& Arts
& Pageants



**CITY COUNCIL SPECIAL MEETING
APRIL 11, 2013 @ 12:00 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Special Meeting to order at 12:02 pm on April 11, 2013 in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *David Allison, Bret Bradford, David Reggiani* and *Robert Beedle*. Council members *Kristen Carpenter, Tim Joyce* and *EJ Cheshier* were absent. Also present were Interim City Manager *Don Moore* and City Clerk *Susan Bourgeois*.

C. APPROVAL OF AGENDA

M/Reggiani S/Bradford to approve the agenda.

Vote on motion: 4 yeas, 0 nays, 3 absent (Carpenter, Joyce, Cheshier). Motion carried.

D. DISCLOSURES OF CONFLICTS OF INTEREST – None.

E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Audience Comments regarding agenda items – None.

Carpenter arrived at 12:04 pm.

F. NEW BUSINESS

2. Resolution 04-13-16

A resolution of the City Council of the City of Cordova, Alaska in support of a tier 2 full proposal to the Rasmuson Foundation for the “Cordova Center” project.

M/Bradford S/Reggiani to approve Resolution 04-13-16, a resolution of the City Council of the City of Cordova, Alaska in support of a tier 2 full proposal to the Rasmuson Foundation for the “Cordova Center” project.

Allison stated that they should mention that they need matching funds for EVOS funding in the proposal.

Vote on motion: 5 yeas, 0 nays, 2 absent (Joyce, Cheshier). Motion carried.

3. Council approval of an amendment to the Clerk’s employment contract

M/Reggiani S/Allison to amend the employer agreement with the City Clerk as listed on page four of the packet.

Reggiani stated that the current contract was coming to an end shortly, and by amending it to stay valid until May 28th, they would buy a little more time to do an evaluation and renew the agreement.

Vote on motion: 5 yeas, 0 nays, 2 absent (Joyce, Cheshier). Motion carried.

Cheshier arrived at 12:06 pm.

4. Resolution 04-13-17

Certification of the official results of the April 2, 2013 Run-off Election for Council Seat “G”

M/Bradford S/Reggiani to approve Resolution 04-13-17, a certification of the official results of the April 2, 2013 Run-off Election for Council Seat “G”.

M/Reggiani S/Allison to amend the resolution to correct the date in the title from April 11 to April 2, 2013.

Vote on amendment: 6 yeas, 0 nays, 1 absent (Joyce). Motion carried.

Vote on main motion: 6 yeas, 0 nays, 1 absent (Joyce). Motion carried.

5. Swearing in of elected Council member.

Mayor Kacsh swore in **James Burton** as Council member for seat “G”.

G. AUDIENCE PARTICIPATION

Robert Beedle said thanks and congratulations to Burton.

H. COUNCIL COMMENTS

Reggiani welcomed Burton to the Council.

The rest of the **Council** welcomed Burton as well.

I. ADJOURNMENT

M/Reggiani S/Bradford to adjourn.

Hearing no objection, the meeting was adjourned at 12:09 pm

Approved: June 19, 2013

Attest: _____
Erika Empey, Minutes Clerk

**CITY COUNCIL SITTING AS BOARD OF EQUALIZATION
APRIL 15, 2013 @ 7:00 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Board of Equalization Meeting to order at 7:00 pm on April 15, 2013 in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristen Carpenter, Tim Joyce, David Allison, Bret Bradford, EJ Cheshier, David Reggiani* and *James Burton*. Also present were Interim City Manager *Don Moore* and City Clerk *Susan Bourgeois*.

C. NEW BUSINESS

1. 2013 Property Assessment Appeals

Mayor Kacsh stated that there was a 5% increase on residential property for everyone this year. He thought that the one appeal, *Brad Sapp*, may not have known that everyone's taxes went up.

M/Bradford S/Allison to concur with the assessor's value of \$297,800 for *Sapp's* property.

Joyce stated that the property value was a fair evaluation from the assessor.

Vote on motion: 7 yeas, 0 nays, 0 absent. Motion carried.

D. ADJOURNMENT

M/Joyce S/Burton to adjourn.

Hearing no objection, the meeting was adjourned at 7:04 pm.

Approved: June 19, 2013

Attest: _____
Erika Empey, Minutes Clerk

**CITY COUNCIL REGULAR MEETING
JUNE 05, 2013 @ 7:30 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Regular Meeting to order at 7:30 pm on June 05, 2013, in the Library Meeting Room.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor James Kacsh led the audience in the Pledge of Allegiance.

C. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristin Carpenter, Tim Joyce, David Allison, Bret Bradford, EJ Cheshier, David Reggiani* and *James Burton*. Also present were Interim City Manager *Don Moore* and City Clerk *Susan Bourgeois*.

D. APPROVAL OF REGULAR AGENDA

M/Reggiani S/Bradford to approve the Regular Agenda.

Mayor Kacsh asked that agenda item 22 be handled after the executive session therefore as item 28a.

M/Bradford S/Burton to amend the agenda by moving agenda item 22 after the executive session therefore, as item 28a.

Vote on motion to amend: 7 yeas, 0 nays. Motion passes.

Vote on main motion: 7 yeas, 0 nays. Motion passes.

E. DISCLOSURES OF CONFLICTS OF INTEREST - none**F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

1. Guest Speaker – *John Bitney*, City Lobbyist, gave an overview of the recently ended legislative session. Most importantly he mentioned that in the capital budget Cordova received \$1M for the Cordova Center – considerably less than our ask. Capital budget began on the Senate side where *Stevens* put us in for the \$1M when it went to the house, we anticipated *Austerman* could get us more, but that didn't happen. On the House side, District 35 was increased by \$10M – all primarily projects in the Kodiak area. There was much discussion over redistricting which is now back in the hands of the redistricting board – almost like as a clean slate. *Bitney* mentioned that different groups had come up with different configurations during the first go-around and that nothing is off the table for this time – we may get with Southeast again, or upriver or Kodiak. He fully expects a change in our Senate District at the very least. There was mention and discussion regarding staying in touch with our legislators and the Governor in the off-season and especially with the Governor's staff – *Larry Hartig*, Commissioner of DEC was mentioned as a particularly helpful commissioner in the past. *Bitney* also mentioned the Health Care Housing grant with AHFC that he is working on for the City. He will be reporting back soon to Council as he will need some direction.

2. Audience comments regarding agenda items - none

3. Chairpersons and Representatives of Boards and Commissions

Harbor Commission Council Representative *Burton* said he would defer to Harbormaster *Tony Schinella* who said there would be a meeting next week. *Schinella* did say that Council member *Burton* is now the Chair of the Harbor Commission.

HSB representative *Allison* said that the Board met just previous to this Council meeting and they would be bringing forward a "debt repayment" agreement to a future Council meeting. Also, an amendment to the management contract would be necessary - that the management fee would not be increasing – which was great news. Annual review of Providence's performance would also be taken up by Council and a format for

such an evaluation needs to be decided upon as well. The HSB is also looking for someone to serve on Providence's regional community ministry board – it does require a bit of travel.

P&R representative **Kristin Carpenter** reported that they held a special meeting on May 24 and there was some correspondence about it in tonight's packet – an easement across private land for a trail. It should go to P&Z and then will be forwarded to Council.

P&Z representative **Reggiani** reported that they will meet next week – there had been a special meeting last week that he missed. **Planner Sam Greenwood** said it was about the safe routes to school site – they visited Third Street and Fifth Street City staff members were in attendance – **Bill Howard**, **Malvin Fajardo** and **Moe Zamarron**. They also discussed the boat ramp in the North Fill.

School Board representative **Bret Bradford** said no meetings since last Council meeting.

4. Superintendent's Report - **Theresa Keel** said she had no report this evening – school was out and School Board would meet again on June 12.

G. APPROVAL OF CONSENT CALENDAR

Mayor James Kacsh informed Council that the consent calendar was before them.

5. Resolution 06-13-29 A resolution of the City Council of the City of Cordova, Alaska, approving the final plat of Lot 8A and Lot 8B, Vina Young Subdivision

6. Resolution 06-13-30 A resolution of the City Council of the City of Cordova, Alaska, appropriating \$18,624.38 from the General Fund, fund reserve to the Whitshed Road bike and pedestrian path project for the City of Cordova's FY13 local match contribution towards the project

7. Resolution 06-13-31 A resolution of the City Council of the City of Cordova, Alaska, authorizing supplemental appropriations in the total amount of \$40,620.00 in the General Fund and Enterprise Funds to pay a 2013 wage increase for all IBEW bargaining unit (union) employees

8. Resolution 06-13-33 A resolution of the City Council of the City of Cordova, Alaska, authorizing the purchase of a used mid-sized rollback wrecker vehicle for an amount not to exceed \$50,000 freight on board Cordova

Vote on Consent Calendar: 7 yeas, 0 nays. Bradford-yes; Reggiani-yes; Allison-yes; Cheshier-yes; Carpenter-yes; Joyce-yes and Burton-yes. Consent Calendar was approved.

H. APPROVAL OF MINUTES

M/Reggiani S/Bradford to approve the Minutes.

9. Council Work session Minutes 02-21-13

10. Special Meeting Minutes 03-14-13

11. Special Meeting Minutes 03-28-13

12. Special Meeting Minutes 04-05-13

13. Regular Meeting Minutes 04-17-13

14. Regular Meeting Minutes 05-01-13

Vote on motion: 7 yeas, 0 nays. Motion passes.

I. CONSIDERATION OF BIDS - none

J. REPORTS OF OFFICERS

15. Mayor's Report

Mayor Kacsh said he had a written report in the packet. He has been in touch with DoT and isn't getting the answers he is looking for regarding the resurfacing of Whitshed Road.

16. Manager's Report – **Moore** had submitted a written report. Construction projects – water plant roof is somewhat of an emergency, we are working to get the grant and the match. Chamber of Commerce has a new executive director – they have signed an MOU for the marketing plan – Chamber and City are on board with marketing plan and how it's structured. A Rasmuson foundation representative was here and toured the building and we were able to answer all the questions he had – we have an application for a grant with them for \$750,000. Ski Hill – waiting on an insurance question with them. Safe Routes to School – he attended the

P&Z work session. Health Insurance will see a 16% increase which we will try to absorb in the budget. **Mayor Kacsh** mentioned that the City should think about shopping around the Health Insurance before next year's renewal.

a. Staff Reports:

i. Finance Department Report

Joyce asked **Stavig** and **Moore** if we had a total on the unappropriated expenses that we have incurred so far this year (that is what have we spent that wasn't budgeted). **Moore** said there is the \$90K Samson land swap deal. The dirt pile is not an overage yet, trying to fold it into the department budget. **Stavig** said he will have to figure these out and bring it forward for Council approval but he does not have those numbers now. **Reggiani** asked how the audit was coming along. **Stavig** said he is still answering questions from the auditors and expects that it must be close.

17. City Clerk's Report – **Bourgeois** said that she had a written report in the packet – she also had a handout for the mill rate resolution and could answer questions when that item came before Council.

K. CORRESPONDENCE

18. DoT&PF CRH Bridge 339 update

19. Letter from CRWP to Mayor in re easement for Eyak Mountain Trail

20. Information from Karen Swartzbart in re Whitshed Road speed limit

L. ORDINANCES AND RESOLUTIONS

21. Resolution 06-13-28 a resolution of the City Council of the City of Cordova, Alaska, setting the mill rates for 2013

M/Reggiani S/Bradford to approve Resolution 06-13-28 a resolution of the City Council of the City of Cordova, Alaska, setting the mill rates for 2013 specifically with the insertion of 9.43 and 8.43 for the mill rates in the City and in the rural zone respectively.

Reggiani said that we set the revenue goal at \$1.5M and with last year's mill rates (i.e. the 9.43 and 8.43) we would come in at slightly above that with \$1.588M. Based on some comments regarding the expenditure of unappropriated funds this year as well as without an audit in hand he thought it prudent to keep the mill rate where it is at and make no change. **Burton** was in agreement. **Carpenter** and **Bradford** agreed. **Joyce** stated that a large increase in our assessed value from last year is attributable to the one Oil & Gas property – coming in at almost a \$5M increase in assessed value between 2012 and 2013.

Vote on motion: 7 yeas, 0 nays. Motion passes.

22. this item was moved to 28a.

23. Ordinance 1109 an ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code Title 11 entitled “port and harbor facilities” to update all provisions, to improve readability and clarity, to comply with federal and state law, and to revise the auction procedures for impoundment of nuisances and the disposal of vessels – 1st reading

M/Joyce S/Bradford to adopt Ordinance 1109 an ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code Title 11 entitled “port and harbor facilities” to update all provisions, to improve readability and clarity, to comply with federal and state law, and to revise the auction procedures for impoundment of nuisances and the disposal of vessels.

Reggiani said this was a first read and he mentioned page 78 of the packet where dollar amounts for penalties were listed and he thinks it would be useful to remove that from Code and put such amounts in the fee schedule annually where they are easier to change. **Greenwood** said she can't recall but feels like **Holly Wells**, City Attorney was made aware of that and kept it in for a reason. **Greenwood** would get an answer in time for second read of the ordinance and it was agreed upon that any such change regarding removing that from the ordinance would probably not constitute a substantial change thus requiring another first reading.

Vote on motion: 7 yeas, 0 nays. Motion passes.

M. UNFINISHED BUSINESS

24. Discussion of Capital Priorities – quarterly review by Council

Council decided to make no changes to the Capital priorities at this time and directed the City Clerk to bring the resolution back in three months.

N. NEW & MISCELLANEOUS BUSINESS**25. Cordova Center Marketing plan RFP discussion**

Moore said they went out for RFP and are ready to award, Council had wanted to be kept updated on the progress. It is within the Manager's purview to move forward. There was some Council discussion on the marketing plan and this as a part of the business plan.

26. Pending Agenda and Calendar

Bourgeois mentioned that there would be a public hearing at 7:15 on 6/19 followed by the regular meeting.

O. AUDIENCE PARTICIPATION

Jennifer Gibbins commented on how great it has been with the Interim City Manager, **Don Moore** – lines of communication have been open – especially during this City Manager search.

P. COUNCIL COMMENTS**27. Council Comments**

Bradford thanked John Bitney for coming down – much appreciated.

Carpenter echoed **Gibbins** comments about **Moore** and thanked **Josh (Hallquist)** for his hard work. Also thanked **Bitney**.

Joyce thanked **Bitney** and **Don Moore** and we only have one more meeting with him.

Q. EXECUTIVE SESSION**28. Cordova Center Finances – Attorney advice**

M/Joyce S/Bradford to enter into executive session to discuss Cordova Center finances attorney advice which is a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the City government.

Vote on motion: 7 yeas, 0 nays. Motion passes.

With no objection, Council recessed from 9:12 pm until 9:20 pm.

Council entered executive session at 9:20 pm; Council came out of executive session at 10:00 pm.

28a. (formerly agenda item 22) Resolution 06-13-32 a resolution of the City Council of the City of Cordova, Alaska, appropriating \$325,000 from the general fund, fund balance (central treasury) to pay consultant and legal services related to the Cordova Center construction project.

M/Joyce S/Carpenter to approve Resolution 06-13-32 a resolution of the City Council of the City of Cordova, Alaska, appropriating \$325,000 from the general fund, fund balance (central treasury) to pay consultant and legal services related to the Cordova Center construction project.

M/Joyce S/Carpenter to amend the resolution by changing \$325,000 to \$530,000 in the title and in the last paragraph, and by replacing “general fund, fund balance (central treasury)” with “Cordova Center Fund” in the title.

Vote on motion to amend: 7 yeas, 0 nays. Motion passes.

Vote on main motion: 7 yeas, 0 nays. Carpenter-yes; Cheshier-yes; Joyce-yes; Allison-yes; Burton-yes; Reggiani-yes and Bradford-yes. Motion passes.

R. ADJOURNMENT

M/Reggiani S/Bradford to adjourn the regular meeting at 10:05 pm; with no objection, the meeting was adjourned.

Approved: June 19, 2013

Attest: _____
Susan Bourgeois, City Clerk

Mayor's report

I am planning a trip to Kodiak early July, after our Council meeting on the 3rd, to meet in person with Senator Stevens and Representative Austerman. I have also been in contact with the Governor's office to continue the conversation on fully funding the completion of our Cordova Center.

To Cordova City Council,

I was planning to attend the Cordova City Council mtg. of June 5th 2013, though due to our fishing schedule, I am not able to attend. First of all I agree and totally endorse keeping Lot 3A, Block 8 North Fill Development, as "not available" on land disposal maps. I am most concerned with comments & views made by P&Z committee members & City Council members concerning commercial fishermen use of the North Fill Development area and the availability of Lot 3A, Block 8. It is very apparent that, sooner or later, fishermen use of South Fill will amount to only emergency haul out and car & truck parking. It will also, take a number of years for the fishing fleet, to understand and start using the North Fill Development area for staging, boat maintenance, emergency haul out & trailer parking. Looking at use numbers, from one year, will not give accurate future use activity, by fishermen. 5-6 years and a fishermen survey, will help determine long term use of North Fill area.

Second, I agree with the comments by City Council members, making the completion of our Cordova Community Center, a top priority in securing funding. During the 1st week of December 2014, the Alaska Board of Fisheries are having their PWS/CR Finfish meeting, which will last a week. Cordova is their planned first choice, for that mtg., depending on a suitable location, in Cordova. Funding to finish said building, should be a top priority, and any means necessary, should be employed, for that funding. I thank you for taking time to read my views and comments.

Sincerely,

James Mykland

121 W Davis

STATE CAPITOL
P.O. Box 110001
Juneau, AK 99811-0001
907-465-3500
fax: 907-465-3532



Governor Sean Parnell
STATE OF ALASKA

550 West Seventh Avenue, Suite 1700
Anchorage, AK 99501
907-269-7450
fax 907-269-7461
www.Gov.Alaska.Gov
Governor@Alaska.Gov

June 5, 2013

The Honorable James Kallander
Mayor
City of Cordova
P.O. Box 1210
Cordova, AK 99574

Dear Mayor Kallander,

Thank you for your correspondence regarding funding for your community priorities. Your advocacy for projects in your area is an important part of the budget process. The budget I signed on May 21 includes funding for several important community requests including education, revenue sharing, roads, and water and sewer projects.

Enclosed is a list of projects for communities in House District 35.

Again, thank you for taking the time to write, share your views, and for your participation in this public process.

Best regards,

A handwritten signature in blue ink that reads "Sean Parnell".

Sean Parnell
Governor

Enclosure

Kodiak/Cordova (HD 35) Only

Impact House District Detail

HD Dept	Project Title	Unrestricted GF Amount	Designated GF Amount	Other Amount	Federal Amount	Total
Kodiak/Cordova (HD 35)						
Commerce	Akhiok - Water and Sewer Critical Repairs	955,000	0	0	0	955,000
M&VA	Alaska Aerospace Corporation Maintenance	400,000	0	0	0	400,000
Commerce	Alaska Association of Conservation Districts - Kodiak Soil and Water Conservation District - Computer Backup System	5,000	0	0	0	5,000
Commerce	Chenega Bay - Electric System Rehabilitation & Equipment	150,000	0	0	0	150,000
Commerce	Cordova - Community Center Construction Completion	1,000,000	0	0	0	1,000,000
Trans	Kodiak - Airport Improvements	0	0	0	0	0
Commerce	Kodiak - Monashka Pumphouse Upgrades	500,000	0	0	0	500,000
Commerce	Kodiak Area Native Association - Facility Expansion and Renovation	1,500,000	0	0	0	1,500,000
M&VA	Kodiak Armory Deferred Maintenance	300,000	0	0	0	300,000
Commerce	Kodiak Historical Society - Building Meaning Creating Additional Museum Collections Storage	7,750	0	0	0	7,750
Commerce	Kodiak Island Borough - Landfill Leachate Treatment Plant & Related Phase III Improvements	4,529,000	0	0	0	4,529,000
Commerce	Kodiak Regional Aquaculture Association - Kitoi Bay Hatchery Deferred Maintenance and Upgrades	0	3,300,000	0	0	3,300,000
Commerce	Old Harbor - Airport Improvements	0	4,470,000	0	0	4,470,000
Commerce	Ouzinkie - Mafoona Lake Dam Repair and Replacement	1,800,000	0	0	0	1,800,000
Commerce	Ouzinkie - Ouzinkie Dock Completion	2,500,000	0	0	0	2,500,000
NatRes	Parks and Outdoor Recreation Deferred Maintenance - Kodiak Region	25,000	0	0	0	25,000
Commerce	Port Lions - City Dock and Ferry Terminal Replacement	0	3,500,000	0	0	3,500,000
Commerce	Rural Alaska Community Action Program, Inc. - Kodiak Head Start Bus Acquisition	45,000	0	0	0	45,000
Commerce	Senior Citizens of Kodiak, Inc. - Drainage and Accessibility Improvements at Senior Center Entrance	27,400	0	0	0	27,400
Trans	Whittier - Airport Master Plan	0	0	0	0	0
Commerce	Whittier - Public Works Building (P-12) Roof Repair	500,000	0	0	200,000	700,000
Trans	Whittier Tunnel - Maintenance and Operations	0	0	0	0	0
Commerce	Yakutat - Ocean Cape Dock Major Maintenance	0	0	0	2,500,000	2,500,000
Commerce	Yakutat Regional Aquaculture Association, Inc. - Comprehensive Salmon Plan Update, Planning, Data Gathering and Office Set Up	500,000	0	0	0	500,000
Kodiak/Cordova (HD 35) total:		14,744,150	11,370,000	0	30,600,000	56,714,150
Report total:		14,744,150	11,370,000	0	30,600,000	56,714,150



217 Second Street, Suite 200 ♦ Juneau, Alaska 99801

Tel (907) 586-1325 ♦ Fax (907) 463-5480 ♦ www.akml.org

May 20, 2013

Mayor Jim Kallander
City of Cordova
P.O. Box 1210
Cordova, AK 99574

Dear Mayor Jim Kallander,

Enclosed, please find your billing for your Alaska Municipal League dues for FY 2014. The Alaska Municipal League is the only statewide organization that lobbies for Revenue Sharing, Secure Funding for Rural Schools, and PILT. All three of these programs bring much needed revenues to your community. Without them, we would be forced to lean heavily on our constituents by raising taxes and/or fees. We were once again successful in securing Revenue Sharing and those checks should arrive in your community in mid-July of 2013.

Throughout the legislative session, we monitor and lobby on bills that will have an impact on your community and the way you do business. We have had, through our ability to join our voices, influence on bills ranging from municipal PERS issues, to land use, permitting, taxing, local authority and many more. We also continue to keep you up-to-date on all state and federal issues that help you in your position as local elected officials. We provide the opportunity for all of you to have a voice in the positions we take.

We send weekly ebulletins to you throughout the Legislative Session, along with the quarterly magazine which keeps you up on local government. We provide 4 different opportunities for you to gather with other local elected and appointed officials in order to receive training, information, and the chance to visit with your peers. We also give you the opportunity to take advantage of lower rates through our "pooled" carrier, Alaska Municipal League Joint Insurance Association and/or to invest your money in a "pooled" investment account through the Alaska Municipal League Investment Pool.

We are strong and active members of the National League of Cities (NLC) and the National Association of Counties (NACo), where we deal with federal issues that affect your Alaskan municipality. We keep in close touch with our Alaskan delegation and give you the added benefit of having their ear, as well.

Alaska's municipalities are so much stronger when we address our issues together. We have a strong voice in our state capitol and, with your help and support, can continue to keep it that way. Your membership dues are what enable us to keep this office open and provide the staff that secures Revenue Sharing; keeps bad bills at bay; helps tackle Alaskan local government issues; helps lead you to the people you need to meet; and gives training and information to you and your fellow Assembly/Council members in order to run a more efficient and effective local government. Please don't hesitate to be a part of this very strong organization. We need ALL of us. Please call our office anytime for help with any municipal need or question you may have.

Sincerely,

Kathie Wasserman
Executive Director



217 Second Street, Suite 200 • Juneau, Alaska 99801
Tel (907) 586-1325 • Fax (907) 463-5480 • www.akml.org

Invoice

May 20, 2013

City of Cordova
P.O. Box 1210
Cordova, AK 99574

Alaska Municipal League Membership Dues for FY2014

Dues are calculated from the DCCED 2010 Certified Municipal
Population figures for FY 2013 Programs

Amount Due: \$2780

Please pay upon receiving and make check payable to the Alaska Municipal League and mail to:

Alaska Municipal League
217 Second Street, Suite 200
Juneau, AK 99801

If you have any questions, please call Kathie Wasserman or Shawn Myers at (877) 636-1325.

SESSION ADDRESS:
Alaska State Capitol
Juneau, Alaska 99801-1182
(907) 465-4925
Fax: (907) 465-3517
Toll Free: 1-800-821-4925

Senator Gary Stevens

Alaska State Legislature



INTERIM ADDRESS:
112 Mill Bay Road
Kodiak, Alaska 99615
(907) 486-4925
Fax: (907) 486-5264

Mayor Jim Kacsh
City of Cordova
602 Railroad Avenue, Box 1210
Cordova, Alaska 99574-1210

Re: Cordova Fish Follies

Dear Mayor Kacsh,

Thank you for your letter of invitation to your annual Fish Follies. Unfortunately, I have a prior commitment that will not allow me to attend. It does sound like a wonderful community event and please keep me informed of any other activities in the future.

Sincerely,

A handwritten signature in blue ink, appearing to be "G. Stevens", with a long horizontal flourish extending to the right.

Senator Gary Stevens

Sam,

After reviewing the code and the fee schedule as well as speaking with Holly, we have determined that the penalty detailed in CMC 11.12.030 should not be included in the fee schedule, and should remain in that code provision. As you noted, penalties are not included in the fee schedule.

Eventually the penalty amount should be included in the penalty chart in CMC 1.28.085. But amending the chart in CMC 1.28.085 should occur during the rewrite of Title 1. That way we can avoid piecemeal amendments to CMC 1.28.085 and create a comprehensive penalty chart once the other Code Titles have been amended.

Let me know if you have any questions.

Cortney

* * * * *

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MEMORANDUM

**TO: MAYOR AND CITY COUNCIL
CITY OF CORDOVA**

FROM: HOLLY C. WELLS

RE: TITLE 11 CODE RE-WRITE

CLIENT: CITY OF CORDOVA

FILE NO.: 401777.187

DATE: MAY 22, 2013

Submitted with this memorandum is an ordinance revising Cordova Municipal Code Title 11, "Port and Harbor Facilities." Title 11 of the CMC has been revised to: (1) update the language and provisions to reflect current operations and management of the City of Cordova ("City") port and harbor facilities; (2) to add definitions to the Title to clarify the scope of the Title; (3) to remove language and, where necessary, add provisions to ensure compliance with current federal and state law regarding search and seizure and due process. More specifically, the following revisions have been made to Title 11:

1. Sections designating the Small Boat Harbor and the Port of Cordova were relocated to definitions and the definition for the Port of Cordova was expanded to include the Small Boat Harbor.
2. Section Regarding State of Alaska Operations Policy was removed from the Title as the State of Alaska no longer owns any part of the Port of Cordova.
3. Definitions for "derelict," "harbormaster," "operator," "vessel," and "waterway," among others, were added to the Title to expand the scope of what constitutes a vessel and what constitutes a derelict vessel and to create clear and concise parameters for the application of the Title.
4. Revised Title to specify that Harbormaster may board a vessel to inspect for compliance with this title and removed the search and seizure provisions of CMC 11.24.040, which exceed the requirements under State and local law regarding inspection of a vessel.

5. Removed the penalty provision given that the general penalty provision under CMC 1.28.010 applies to Title 11.
6. CMC 11.28.010 was revised to expand the definition of a nuisance to include both vessels that are in disrepair and vessels that are otherwise in violation of Title 11 to simplify the application of Title 11.
7. CMC 11.28.060 was revised to permit the Harbormaster to take custody of a vessel, if done so in writing. This allows the Harbormaster greater flexibility on disposing of a vessel.
8. Revised the provisions governing nuisance vessels to provide a post-impoundment hearing (CMC 11.32.045) when a pre-impoundment hearing is not held. This revision permits the City to impound a vessel if needed to prevent clear and present danger to the public health and welfare while still protecting the vessel owner's right to defend against impoundment of his/her/its vessel. See *generally* CMC 11.32.
9. CMC 11.32.060 was revised to comply with the limitations under federal law regarding the City's ability to recover its fees via a locally held auction. In the event that the City hopes to recover moorage fees and costs, it is required to bring an action in federal court to enforce its lien against the vessel for such fees. Thus, if it chooses to forego federal action, the auction proceeds may only be used to pay for the cost of impoundment and storage fees, with the remainder held in trust for the vessel owner.
10. CMC 11.32.070 was revised to permit the harbormaster to dispose of a vessel where warranted.

The above list of revisions is by no means exhaustive and is intended only to highlight the most significant changes to Title 11. Additionally, Title 11 was revised to clarify the language and to make the Title more concise.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1109**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AMENDING CORDOVA MUNICIPAL CODE TITLE 11 ENTITLED “PORT AND
HARBOR FACILITIES” TO UPDATE ALL PROVISIONS, TO IMPROVE
READABILITY AND CLARITY, TO COMPLY WITH FEDERAL AND STATE LAW,
AND TO REVISE THE AUCTION PROCEDURES FOR IMPOUNDMENT OF
NUISANCES AND THE DISPOSAL OF VESSELS**

WHEREAS, The City of Cordova, Alaska has not substantially updated Title 11 of the Cordova Municipal Code since acquiring ownership of the City’s Port and Harbor; and

WHEREAS, the City’s current auction procedures do not permit the City to dispose of a vessel for less than outstanding fees and costs of impoundment and do not provide a post-impoundment hearing procedure for nuisance vessels posing clear and present danger to the health, welfare, and safety of the public; and

WHEREAS, it is in the City’s best interest to have the authority to dispose of derelict vessels in whatever means available and to revise Title 11 to comply with current federal and state law.

THEREFORE BE IT ORDAINED by the City Council of the City of Cordova, that:

Section 1. Cordova Municipal Code Title 11 entitled “Port and Harbor Facilities” is amended to read as follows:

Title 11 - PORT AND HARBOR FACILITIES

Chapters:

Chapter 11.04 - GENERAL PROVISIONS

Chapter 11.08 - ADMINISTRATION AND ENFORCEMENT

Chapter 11.12 - COLLECTION OF FEES AND CHARGES

Chapter 11.16 - MOORAGE AND ~~HARBOR~~ PORT OF CORDOVA USE
PRIVILEGES

Chapter 11.20 - UNLAWFUL ACTS

Chapter 11.24 - POLLUTION CONTROL

Chapter 11.28 - NUISANCES DECLARED-REMOVAL

Chapter 11.32 - IMPOUNDED VESSEL-DISPOSITION PROCEDURE

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.04 – GENERAL PROVISIONS

Chapter 11.04 - GENERAL PROVISIONS

Sections:

11.04.010 - Purpose of provisions.

11.04.015 - Definitions.

11.04.020 - Description of ~~port and harbor~~ Port of Cordova facilities.

~~11.04.030 - Small boat harbor - Area designated.~~

~~11.04.040 - Port of Cordova - Area designated.~~

11.04.030 - Conflicts with federal laws and regulations.

~~11.04.060 - State of Alaska operations policy.~~

11.04.040 - Use of revenues.

11.04.010 - Purpose of provisions.

- A. The purposes of the ~~port and harbor~~ regulations set forth in this title are to protect and preserve the lives, health, safety, and well-being of the people who have property in, or use or work upon the boat therein, or who use the facilities in the course of visits for commercial or pleasure purposes; to protect the property of such boat owners by regulating the ~~harbor~~ Port of Cordova and its facilities to insure the widest possible public use thereof; to prevent the maintenance of nuisances, fire, and health hazards; and to make reasonable charges for the use of certain facilities to enable the City to pay the costs of maintenance, operation and supervision of the ~~port and harbor~~ Port of Cordova facilities from the revenues derived therefrom.
- B. All of the sections of this title shall be liberally construed for the accomplishment of the purposes described in this chapter.

11.04.015 - Definitions

Unless otherwise provided or required by the context, in this title:

“Derelict” means any vessel moored or otherwise located within the City which is forsaken, abandoned, deserted or cast away, or which in the opinion of the harbormaster, is unsound, unseaworthy or unfit for its trade or occupation;

“Harbormaster” means the official hired by the city manager to serve as harbormaster, and any other city employee authorized or designated by the harbormaster or city manager to enforce the provisions of this title;

“Houseboat” means any vessel used or maintained primarily as a residence;

“Operator” means any lessee of a vessel, and master or captain who has actual physical use, control and/or possession of a vessel and who is in the employ of, or who has a contractual relationship with the owner;

“Port of Cordova” means the property beginning at the northeasterly corner of ATS 220 where it intersects USMS 902 thence N53 degrees 00 minutes W a distance of 2,047.36 feet being the westerly boundary of ATS 220 thence following the westerly boundary of ATS 220 to a point where it intersects with the Cordova Small Boat Harbor breakwater thence returning to the point of beginning using the shoreline as the eastern boundary and including all of ATS 1589, ATS 1004, and the Ocean Dock Subdivision. The Port of Cordova includes the Cordova Small Boat Harbor;

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.04 – GENERAL PROVISIONS

“Cordova Small Boat Harbor” means the portion of the City and tidelands seaward of and adjacent thereto and bounded on the north by the south boundary of the Cordova Industrial Park Tract, on the southeast by the northwest boundary of the South Fill Development Park, on the east by the west boundary of the Tidewater Fill Development Park, and on the west and southwest by the breakwater, and by a line connecting the northern end of the breakwater and the southwest corner of the Cordova Industrial Park Tract, and the portion of the approach to and the City dock proper, and the portion of the approach to and the dock proper and the boat launch ramp that are located on the North Fill Development Park, and all seaplane floats on the Nirvana Park spit;

“Vessel” means any boat, motor boat, ship, aircraft when waterborne, houseboat, floats, scows, rafts, pile drivers, oil rigs or any floating structure or object used for recreational or any other purpose upon the waterways or moored or stored at any place in the City;

“Vessel Owner” means the person, persons or entity that is designated in the moorage agreement as the “owner” of the vessel;

“Waterway” means any water, waterway, lake, river, tributary or lagoon within the boundaries of the City.

11.04.020 - Description of ~~port and harbor~~ Port of Cordova facilities.

~~The Cordova Small Boat Harbor is a public facility, maintained and operated by the city. The Port of Cordova is owned, maintained and operated by the city.~~

The Port of Cordova is maintained and operated by the City.

~~11.04.030 – Small boat harbor – Area designated.~~

~~All that portion of the city and tidelands seaward of and adjacent thereto and bounded on the north by the south boundary of the Cordova Industrial Park Tract, on the southeast by the northwest boundary of the South Fill Development Park, on the east by the west boundary of the Tidewater Fill Development Park, and on the west and southwest by the breakwater, and by a line connecting the northern end of the breakwater and the southwest corner of the Cordova Industrial Park Tract, also to include all that portion of the approach to and the city dock proper, and all that portion of the approach to and the dock proper, and the boat launch ramp which are located on the North Fill Development Park, and all seaplane floats on the Nirvana Park spit, shall be and the same is set apart and dedicated to use as a public landing, moorage area, and dock facility operated by the city manager for use and benefit of the public and governed by the provisions of this title and regulations duly promulgated hereunder.~~

~~11.04.040 – Port of Cordova – Area designated.~~

~~The Port of Cordova is described as follows:~~

~~Beginning at the northeasterly corner of ATS 220 where it intersects USMS 902 thence N53 degrees 00 minutes W a distance of 2,047.36 feet being the westerly boundary of ATS 220 thence following the westerly boundary of ATS 220 to a point where it intersects with the small boat harbor breakwater thence returning to the point of beginning using the shoreline as the eastern boundary and including all of ATS 1589, ATS 1004, and the Ocean Dock Subdivision.~~

~~11.04.050~~ 11.04.030 - Conflicts with federal laws and regulations.

Title 11 - PORT AND HARBOR FACILITIES

Chapter 11.04 – GENERAL PROVISIONS

When any section of this title is found to be in conflict with federal laws and regulations governing the equipping, operation and licensing of ~~boats and~~ vessels on navigable waters of the United States, then such federal laws and regulations shall prevail, but the remaining sections of this title shall not be affected.

~~11.04.060 – State of Alaska operations policy.~~

~~It is the intent of the city to operate the Cordova Small Boat Harbor in conformance with the conditions of the lease between the city and the state.~~

~~11.04.070~~ 11.04.040 - Use of revenues.

All revenues from the Port of Cordova ~~and from the Cordova Small Boat Harbor~~ shall be expended for the maintenance, operation and improvement of the Port of Cordova ~~and the Cordova Small Boat Harbor~~ and other lawful purposes as the city council may direct. Accounting within this fund shall be on the enterprise fund basis.

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.08 – ADMINISTRATION AND ENFORCEMENT

Chapter 11.08 - ADMINISTRATION AND ENFORCEMENT

Sections:

11.08.010 - Harbormaster–Jurisdiction.

11.08.020 - Harbor commission.

11.08.030 - Absences to terminate membership.

11.08.010 – Harbormaster–Jurisdiction.

- A. The city manager shall employ a harbormaster who shall have general control and supervision of public landings and related ~~small boat harbor~~ Port of Cordova facilities and shall preserve order at all times about the same. The harbormaster shall enforce all regulations, tariffs and ordinances governing public use of the ~~small boat harbor~~ Port of Cordova facilities in general.
- B. The harbormaster shall be a peace officer of the City, and as such shall enforce all ordinances and regulations governing the public use of ~~the small boat harbor and~~ the Port of Cordova. ~~The jurisdiction of the harbormaster shall not extend beyond the area included within the small boat harbor and port facilities.~~
- C. The harbormaster may request permission to board any vessel in the Port of Cordova at any time to inspect for compliance with this title.
- ~~E~~D. The harbormaster may prohibit the use of any wharves and docking facilities owned or controlled by the City at any time when closing the facilities is required to protect and preserve the public welfare and safety.
- ~~D~~E. The utilization of any ~~e~~City-owned or ~~e~~City-operated mooring facility or waterway within the ~~port or small boat harbor~~ Port of Cordova shall be deemed as a grant of authority to the city manager, harbormaster, or any other person authorized by the city council to board the vessel for the purpose of enforcing this title and/or to move the vessel if it is moored in violation of any provision of this title or if required by an emergency or a provision set forth in this title.
- ~~E~~F. The harbormaster is granted the power and authority to, from time to time, but without any obligation or duty to do so, and without any obligation or liability on the harbormaster or the City for the harbormaster's failure to do so, replace defective mooring lines, pump vessels that are in dangerous condition for lack thereof, and to move any vessel for the purpose of protecting the vessel from fire or other hazard, or for the protection of other vessels, ~~therefrom~~.
- ~~F~~G. The authority granted to the harbormaster shall not create an obligation or duty requiring the harbormaster to take any action to protect or preserve any vessel or property located within the ~~port or harbor~~ Port of Cordova or utilizing Port of Cordova ~~the port or harbor~~ facilities. The ~~e~~City shall not be responsible for loss or damage from fire or other casualty, or theft, vandalism or any other causes of injury to vessels or property moored or located within the Port of Cordova ~~or the Cordova Small Boat Harbor~~. The ~~e~~City shall not be responsible for any items which have been impounded.
- ~~G~~H. The harbormaster shall classify areas within the ~~port and harbor~~ Port of Cordova for various uses, ~~shall~~ including marking reserved and transient mooring areas and loading zones and ~~shall~~ post ~~such~~ other signs, markings numbers or informational devices ~~as will~~ to notify and inform interested parties of authorized and prohibited uses of the ~~port and harbor~~ Port of Cordova.

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.08 – ADMINISTRATION AND ENFORCEMENT

H. ~~“Harbormaster” means the official hired by the city manager to serve as harbormaster, and any other city employee authorized or designated by the harbormaster or city manager to enforce the provisions of this title.~~

11.08.020 - Harbor commission.

- A. A harbor commission shall be established for the purpose of advising the city council on the operation, maintenance and improvement of the Port of Cordova’s ~~city’s port and harbor~~ facilities, and for such additional purposes as the city council may from time to time designate. The harbor commission shall consist of five voting members. The city manager and harbormaster shall be ex officio members of the commission and shall have the right of the floor to participate in all discussions, however, they shall not have a vote. The commission shall elect a chairman and vice-chairman from its membership each January.
- B. Only residents of the ~~e~~City who qualify as municipal voters pursuant to Section 2.08.010 of this code shall be entitled to serve on the harbor commission. One of the members of the commission shall be designated by the council from its number. Each of the remaining four members shall be nominated by the mayor and confirmed by the council.
- C. Terms of membership for the members, not including the council member, shall be for three years each or until a successor in office is appointed by the council. Terms of individual members shall be overlapping, and shall commence January 1st of each year. The member from the council shall serve at the pleasure of the council. Members shall serve without compensation.
- D. The harbor commission shall hold a minimum of one meeting per quarter or as needed at a date, time and place as set by the commission, except that the commission shall not be required to have meetings during the fishing season or any like period as may hereafter be set by the commission, during any given year, said period not to exceed six months.
- E. The harbor commission shall conduct its meeting in accordance with Robert’s Rules of Order.
- F. The unexpired portion of any term remaining after a vacancy exists on the commission shall be filled as the original appointment.
- G. The harbor commission shall recommend for adoption by the city council a general plan for the ~~harbor~~ Port of Cordova, ~~harbor~~ Port of Cordova rules and regulations, and ~~harbor~~ Port of Cordova ~~privilege~~ fees, payments and assessments, which recommendation shall be presented to the city council, in writing, by the city manager at the first regular city council meeting in the month of March each year.
- H. The harbor commission shall review all plans for construction and development within the confines of the ~~port and harbor~~ Port of Cordova or anywhere within ATS 220, and shall report to the city council the expected impact of such construction or development on the ~~port and harbor~~ Port of Cordova. The harbor commission shall make appropriate recommendations to the council concerning such construction or development.

11.08.030 - Absences to terminate membership.

- A. If a commissioner is absent from more than one-half of all the regular meetings of the harbor commission held within the period of one year, without being excused from attending such meetings, the chair of the commission shall declare the commissioner’s seat vacant, except that in the case of a commissioner appointed from the council, the chair of the commission shall report such commissioner’s unexcused absences to the council. The commission shall determine whether any absence is excused.

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Chapter 11.08 – ADMINISTRATION AND ENFORCEMENT

- B. For purposes of this section, an absence will be considered excused if due to the following causes and shall require approval by the commission at the next regularly scheduled meeting:
 - 1. The illness or injury of the commissioner or a family member;
 - 2. The death of a family member;
 - 3. An employment-related commitment;
 - 4. A commitment for city business; or
 - 5. Other good cause approved by the commission.
- C. Whenever possible, absences should be noticed to the commission chair prior to the meeting for purposes of securing a quorum at the meeting.
- D. A commissioner may participate in a commission meeting by teleconference.

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.12 – COLLECTION OF FEES AND CHARGES

Chapter 11.12 - COLLECTION OF FEES AND CHARGES

Sections:

- 11.12.010 - Duty of vessel owners to pay charges.
- 11.12.020 - Fees for use of ~~port and harbor~~ Port of Cordova facilities.
- 11.12.030 - Delinquent accounts.
- 11.12.040 - Lien created.
- 11.12.050 - Other remedies.

11.12.010 - Duty of vessel owners to pay charges.

The owners or operators of vessels ~~or aircraft~~ using any ~~port or harbor~~ Port of Cordova facility or service shall pay the fees thereon established by resolution of the city council.

11.12.020 - Fees for use of ~~port and harbor~~ Port of Cordova facilities.

- A. All rates, fees and charges for the use of facilities and services of the Port of Cordova ~~and Cordova Small Boat Harbor~~ shall be established by resolution of the city council.
- B. All annual and monthly moorage fees, reserved or transient, must be paid in advance to the ~~e~~City for the period prescribed and may be billed on account to the customer for future periods. All other fees not paid in advance shall be billed on account to the customer. All fees shall be non-refundable, except that pro rata refunds of moorage fees may be made, upon the approval of the harbormaster due to death of the owner or accidental loss of vessel by sinking, fire or theft.
- C. Transient moorage fees for less than a twenty-four hour period shall be computed and assessed as follows:
 - 1. The fee for a period of twelve hours or less shall be one-half of the daily moorage fee.
 - 2. The fee for a period greater than twelve hours and not more than twenty-four hours shall be the daily moorage fee.
- D. Rates, fees and charges billed to a customer shall be due and payable on or before the earlier of ~~(i)~~ the last day of the month following the date of billing, or ~~(ii)~~ the due date stated on the ~~e~~City billing notice. Rates, fees and charges that are not paid when due shall be considered delinquent.

11.12.030 - Delinquent accounts.

Delinquent accounts shall be subject to collection procedures as followed by the ~~e~~City and as allowed by federal and state laws. Further, a penalty of ~~five dollars~~ thirty-one dollars (\$31.00) shall accrue to such account for each calendar month or portion thereof the account is delinquent. In addition to a penalty, delinquent accounts shall accrue interest at a rate of ten percent per year on the unpaid delinquent balance.

11.12.040 - Lien created.

- A. In addition to any other remedy provided for herein or at law, all mooring, grid and other miscellaneous ~~harbor~~ Port of Cordova fees shall constitute a lien against the vessel, its tackle, gear, appurtenances and other similar property of the owner or operator, under federal and state law, ~~the provisions of AS 34.35.175 and AS 34.35.220.~~

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.12 – COLLECTION OF FEES AND CHARGES

- B. Fees and charges delinquent ninety days or longer may be foreclosed on by impounding and selling the vessel against which the lien has vested under federal law and the provisions of Chapter 11.32.

11.12.050 - Other remedies.

All liens created shall not be exclusive remedies. A proceeding to foreclose any lien or suit thereon by the eCity shall not preclude any other remedy, including impoundment as above, at law or in equity. The procedure for foreclosure or suit thereon of any lien shall be as set out in applicable state or federal law.

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.16 – MOORAGE AND ~~HARBOR~~ PORT OF CORDOVA USE PRIVILEGES

Chapter 11.16 - MOORAGE AND ~~HARBOR~~ PORT OF CORDOVA USE PRIVILEGES

Sections:

- 11.16.010 - Duty to register.
- 11.16.020 - Safeguarding.
- 11.16.030 - Utilization of mooring facilities.
- 11.16.040 - Transient mooring spaces.
- 11.16.050 - Reserved mooring spaces.
- 11.16.060 - Denial of facilities, equipment or services.
- 11.16.065 – Houseboats.
- 11.16.070 - Safe condition of vessel.
- 11.16.080 - Accident reports.
- 11.16.085 - Responsibility for property damage.
- 11.16.090 - Fire hazards prohibited.
- 11.16.100 - Testing of waste oil.
- 11.16.110 - Operation of commercial businesses.

11.16.010 - Duty to register.

- A. Every owner, operator, agent of any vessel ~~or aircraft~~ using the facilities of the ~~small boat harbor~~ Port of Cordova is required to register the name, address and telephone number of the registered owner, operator and agent of the vessel ~~or aircraft~~; the vessel's length, breadth, registered tonnage (if any) description and uses, and any other pertinent information required by the harbormaster on forms provided to him for that purpose, and pay the required fees immediately, but no later than twenty-four hours after first using any facilities; ~~and shall execute an agreement providing for payment of moorage fees and other charges.~~
- B. Every owner, operator or agent of any vessel using the facilities of the Port of Cordova shall execute a moorage agreement providing for payment of moorage fees and other charges; and shall provide proof of insurance of the type and in the amounts specified in the moorage agreement.
- C. In the event of a change of ownership or in operator, a new vessel mooring agreement shall be signed within thirty days after the change.

11.16.020 - Safeguarding.

Every vessel ~~or aircraft~~ owner or operator shall use all reasonable effort and precautions in keeping the vessel ~~or aircraft~~ in his charge well-secured with mooring lines in reasonable fit condition, sufficiently pumped at all times to keep afloat, free from fire hazards of any kind, and to otherwise attend to the needs of the vessel ~~or aircraft~~.

11.16.030 - Utilization of mooring facilities.

The harbormaster shall classify all mooring spaces in the Port of Cordova facilities as either transient mooring or reserved mooring.

11.16.040 - Transient mooring spaces.

Areas designated for transient mooring shall be open to all members of the public. Such areas shall be used primarily for temporary mooring. Transient mooring spaces shall be utilized on a "first-come-first-served" basis. No vessel or vessel owner or operator shall have any exclusive right to transient mooring space. Should any vessel

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.16 – MOORAGE AND ~~HARBOR~~ PORT OF CORDOVA USE PRIVILEGES

leave a transient mooring space for any purpose, it shall have no exclusive right to return to the same space if, upon return, that space is occupied by another ~~boat~~ vessel.

11.16.050 - Reserved mooring spaces.

- A. Every vessel owner desiring reserved mooring space shall apply therefore to the harbormaster and enter into a moorage agreement provided by the City.
- B. The harbormaster shall lease such space, if available, on an annual basis.
- C. The harbormaster shall assign or re-assign such reserved moorage so as to achieve the most efficient use of ~~harbor~~ Port of Cordova space.
- ~~BD.~~ The harbormaster has full authority and responsibility for making reserved mooring assignments or temporary arrangements.
- E. Reserved moorage spaces may not be assigned or subleased by the owner or operator of the vessel entitled to such reserved space. ~~Only the harbormaster may make temporary arrangements.~~
 - ~~1. All houseboats shall be restricted to space available on I Float. If such space is not available, those vessel owners requesting such moorage may be placed on a slip assignment waiting list.~~
- ~~EF.~~ During such periods when the assigned vessel will not be utilizing reserved moorage space, the harbormaster may assign such space for transient moorage. Upon notice by vessel entitled to reserved moorage, the harbormaster shall cause the removal of any transient vessel utilizing the reserved moorage space. Immediately upon notice from the harbormaster, the owner or operator of such temporarily assigned transient vessel shall remove the vessel from the assigned space. If the vessel owner fails to move immediately upon receipt of such notice, the harbormaster may move the vessel from the reserved space, and the owner shall be charged such fee as established by resolution of the city council. In case the harbormaster is unable to contact the owner or operator of such temporarily assigned transient vessel, the harbormaster may move the vessel from the reserved space.
- ~~DG.~~ If a vessel owner with reserved moorage sells the vessel or loses the vessel to fire, sinking or natural disaster, he may retain the reserved space for a period of one year. ~~beginning on the next anniversary date of his vessel mooring agreement. If the vessel has not been replaced by the end of that period, the reserved moorage agreement shall be terminated.~~ The harbormaster may assign such stalls for temporary use during their vacancy.
- EH. No property rights are created by this section or this title. The holder shall have only a license to use the space reserved to him or her as provided in this title.
- FI. Both the owner and the operator of a vessel which moors in a reserved mooring space without the written permission of the harbormaster or executing the required moorage agreement shall be guilty of a misdemeanor and the vessel shall be deemed to trespass.

11.16.060 - Denial of facilities, equipment or services.

- A. The harbormaster may, at his or her discretion, refuse the use of any Port of Cordova ~~port or harbor~~ facilities to a vessel ~~houseboats, floats, scows, rafts, pile drivers and other cumbersome floating structures, or to any boat, vessel or floating structure which is or may become or create a fire hazard or otherwise become a menace to the safety and welfare of other vessels, their occupants or the~~ any property or facility ~~facilities~~.
 - ~~1. For purposes of this title, a houseboat is described to be any vessel used or maintained primarily as a residence.~~
 - ~~2. Houseboats must meet the following requirements to qualify for moorage within the small boat harbor:~~

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- a. ~~Maximum length allowed...40 feet~~
 - b. ~~Maximum beam allowed...16 feet. If over 16 feet, harbormaster would require vessel to reserve and pay for two slips.~~
 - c. ~~Maximum height allowed...from waterline to roof peak must not exceed two-thirds of vessel's beam measurement.~~
- B. The harbormaster may refuse moorage facilities or other services or equipment to any person or vessel in violation of the provisions of this title or delinquent in the payment of any authorized fee or charge.

11.16.065 - Houseboats.

Houseboats must meet the following requirements to qualify for moorage within the Port of Cordova:

- A. All houseboats shall be restricted to space available on I Float. If such space is not available, those vessel owners requesting such moorage may be placed on a slip assignment waiting list.
- B. Maximum length allowed is 40 feet
- C. Maximum beam allowed for one slip is 16 feet. Houseboats with beams over 16 feet, must reserve and pay for two slips.
- E. Maximum height allowed from waterline to roof peak must not exceed two-thirds of vessel's beam measurement.

11.16.070 - Safe condition of vessel.

- A. To qualify or remain qualified for moorage space a vessel must:
 - 1. At all times meet federal, state and local laws which include those pertaining to navigational and safety equipment;
 - 2. Have a fixed propulsion system and have sufficient ~~motive~~ motor power to permit the vessel to be maneuvered and controlled safely while transiting, entering or leaving the ~~small boat harbor~~ Port of Cordova under wind and water conditions which are not unusual;
 - 3. Be completely seaworthy and ready for immediate cruising in local waters; and
 - 4. Shall not discharge of sewage into the waterways of the ~~small boat harbor~~ Port of Cordova.
- B. Whenever the harbormaster has probable cause to believe that a vessel is not qualified under the conditions of this section, he or she may require, upon seventy-two hours notice to the owner or operator of any such vessel that such vessel demonstrates that it is or remains qualified. An exception may be made where repairs are being diligently pursued or where other extenuating circumstances prevent demonstration of qualification, but such exception shall be for only a reasonable time, considering the circumstances.
- C. The harbormaster may refuse mooring space to any vessel which does not qualify; it shall be a condition of every moorage agreement that any vessel authorized to moor in the Port of Cordova ~~small boat harbor~~ shall remain qualified so long as it remains in the ~~small boat harbor~~ Port of Cordova. The harbormaster may terminate the moorage agreement for any mooring space which is occupied by a vessel which is authorized to occupy such space, but which vessel is not qualified in accordance with this section. Upon failure of a vessel to qualify, the harbormaster may require, upon notice to the owner or operator of such vessel that the moorage agreement has been terminated, that such vessel is illegally moored and must be removed from the Port of Cordova ~~small boat harbor~~ within seven calendar days ~~one~~

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~~week.~~ Any such vessel remaining after the time specified in the notice shall be subject to impoundment or removal as a nuisance under chapters 11.28 and 11.32.

11.16.080 - Accident reports.

The operator of any vessel involved in an accident within the Port of Cordova ~~or the Cordova Small Boat Harbor~~ resulting in the death or injury of any person or damage to property in excess of five hundred dollars shall immediately give oral notice of the accident to the harbormaster, or if he or she is unavailable to receive the notice, to the Cordova police department. In addition, the operator shall, within twenty-four hours after the accident, file a written report with the harbormaster containing the name of the vessel, the name of the vessel owner and operator, a description of the accident, a description of the resulting injuries or damage, a description of possible causes or contributing factors, and such other information as the harbormaster may require. Failure of the operator to report the accident as herein specified shall be a misdemeanor punishable by a fine of one hundred dollars. A separate violation of this section occurs each day a violation of this section continues.

11.16.085-Responsibility for property damage.

Those damaging City docks, floats, ramps or other City property shall be responsible for the cost of repairs. Those damaging City property shall be billed for repairs to damaged property at cost, including overhead.

11.16.090 - Fire hazards prohibited.

- A. No person may leave a fire or flame unattended aboard a vessel in the Port of Cordova ~~Small Boat Harbor~~.
- B. No person may store, deposit or leave on any float, dock or other ~~harbor~~Port of Cordova facility any gasoline, lubricating oil or other combustible liquid of any nature or description, except for temporary purposes in conjunction with the loading or unloading of a vessel.
- C. A person using a torch or other flame-producing device in or upon any vessel, dock, float or other ~~boat harbor~~ Port of Cordova facility shall provide and have immediately available for use an approved fire extinguisher adequate for suppressing any fires that may result from the use of the flame-producing device.
- D. No person shall ignite or detonate fireworks within the boundaries of the ~~small-boat harbor~~Port of Cordova, except by permit from the fire chief.

11.16.100 - Testing of waste oil.

The operator of any vessel desiring to dispose of one hundred gallons or more of waste oil at the Port of Cordova ~~or Cordova Small Boat Harbor~~ shall be required to provide the harbormaster with a test certificate from a testing firm approved by the harbormaster, to show that such oil meets all state and federal standards for disposal as oil to be burned for energy recovery, and shall provide any other test certificates as may be required by the harbormaster. Such test certificates must be presented prior to acceptance of any oil by the ~~port or small-boat harbor~~ Port of Cordova, and the cost of testing shall be borne by the vessel or its operator.

11.16.110 - Operation of commercial businesses.

Title 11 - PORT AND HARBOR FACILITIES

Chapter 11.16 – MOORAGE AND ~~HARBOR~~ PORT OF CORDOVA USE PRIVILEGES

- A. Except for ~~boat~~ or vessel rentals or charters, or other businesses directly related to navigation or commerce on the sea, including fishing, no commercial businesses shall be allowed to operate in mooring spaces in the ~~small boat harbor~~ Port of Cordova unless ~~specifically authorized~~ recommend by resolution of the ~~H~~harbor ~~C~~commission to the planning and zoning commission. The resolution will then be reviewed and approved or denied by the planning and zoning commission.
- B. Notwithstanding ~~paragraph Section 11.16.110(A)~~ A of this section, any commercial business operating in a mooring space in the ~~small boat harbor~~ Port of Cordova on April 3, 2003, pursuant to valid state and local business licenses and as of such date not in violation of any applicable statute, ordinance or regulation or contract with the City, and not delinquent in any obligation to the City, may continue to operate such commercial business, provided however, that such commercial business must sign a waiver of liability in such form as the ~~C~~city ~~M~~manager shall determine and that if such commercial business is sold or operations are discontinued for a continuous period of more than one hundred twenty days, paragraph A shall apply.

Title 11 - PORT AND HARBOR FACILITIES

Chapter 11.20 – UNLAWFUL ACTS

Chapter 11.20 - UNLAWFUL ACTS

Sections:

- 11.20.010 - Animals.
- 11.20.020 - Wheeled equipment.
- 11.20.030 - Mooring restricted.
- 11.20.040 - Obstruction of floats.
- 11.20.050 - Unauthorized bumpers.
- 11.20.060 - Blinding lights.
- 11.20.070 - Obstruction of waterways.
- 11.20.080 - Reckless operation.
- 11.20.090 - Excessive wake.
- 11.20.100 - Unauthorized signs.
- 11.20.110 - Unauthorized construction.
- 11.20.120 - ~~Water contact sports prohibited~~ Recreation water activity.
- ~~11.20.130 - Parking in the lanes.~~
- ~~11.20.140~~ 11.20.130 - Unauthorized blocking of stored vessels.

11.20.010 - Animals.

No person shall permit any ~~dog or~~ animal to enter the ~~harbor~~ Port of Cordova facilities unless such ~~dog or~~ animal is restrained on a leash. The owner or person in charge of such ~~dog or~~ animal shall be in charge of removing and disposing of any feces deposited by the animal on any ~~harbor~~ Port of Cordova facility.

11.20.020 - Wheeled equipment.

No person shall ride a bicycle or any wheeled or tracked motorized piece of equipment upon the float facilities except as authorized by the harbormaster.

11.20.030 - Mooring restricted.

Except in case of extreme emergency, no vessel may anchor within the confines of the ~~harbor~~ Port of Cordova or be moored anywhere except at the designated floats or docks without the prior consent of the harbormaster. A vessel so moored for emergency purposes is still required to immediately check in with the ~~harbor master~~ harbormaster or the police department of ~~public safety~~.

11.20.040 - Obstruction of floats.

No person shall deposit, place or leave any cargo, merchandise, supplies, freight, articles or ~~thing~~ item upon any float, ramp, wharf, decline, walk or other public place in the ~~harbor facilities~~ Port of Cordova, except for a maximum of one hour at such places as may be designated as loading and unloading spaces by the harbormaster. Fishing nets shall be excepted from this section.

11.20.050 - Unauthorized bumpers.

No person may utilize in the ~~small boat harbor~~ Port of Cordova float bumpers that are attached, permanently or temporarily to the float facilities made from used tires, old fire hose, or similar materials. The owner or operator of a vessel assigned reserved

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Chapter 11.20 – UNLAWFUL ACTS

moorage space may install standardized pre-molded rubber or vinyl bumpers of commercial manufacture as approved by the harbormaster.

11.20.060 - Blinding lights.

No person may operate a vessel searchlight or other bright light in a manner that will temporarily blind or interfere with the vision of the operator of any other vessel in the ~~harbor~~ Port of Cordova.

11.20.070 - Obstruction of waterways.

No person may tie or attach a skiff, scow, raft or any other auxiliary craft alongside, astern or ahead of a vessel moored within the ~~harbor~~ Port of Cordova if such auxiliary craft will obstruct or interfere with the normal movement of any vessel or be likely to cause rubbing or chafing damage to any other vessel.

11.20.080 - Reckless operation.

The operation of any vessel in any manner which unreasonably interferes with the free and proper use of the ~~harbor~~ Port of Cordova or unreasonably endangers the users of the waters of the ~~harbor~~ Port of Cordova is prohibited.

11.20.090 - Excessive wake.

The speed of any ~~boat, vessel or aircraft~~ within the Port of Cordova ~~or Small Boat Harbor harbor~~ shall ~~not exceed three knots and shall not create no a wake, wash or wave~~ action which will damage, endanger or cause undue distress to any ~~harbor~~ Port of Cordova facility, other vessel or occupant thereof.

11.20.100 - Unauthorized signs.

No person shall erect, place, post or maintain any advertising matter, sign or other printed matter, other than legal notices, on any part of the ~~harbor~~ Port of Cordova facilities without approval thereof from the harbormaster. All signs authorized by the harbormaster shall conform to the provisions of Chapter 13.20 of this code. All unauthorized advertising and signs shall be removed by the harbormaster.

11.20.110 - Unauthorized construction.

No persons shall construct any improvement, building, pier, piling fence, gate or other facility, commercial or residential, or for any other purpose within the confines and ~~exterior~~ boundaries of the ~~small boat harbor~~ Port of Cordova unless authorized under ~~state or federal law or this code, unless he first: (i) petitions for and receives approval of building plans and specifications from the planning commission; (ii) presents in writing a proposal for land use to the city council which shall include a precise description of land area required, summary of proposed use of facility, and proposed a payment of ground rent to the city; (iii) upon city council approval enters into a written contract of lease or right of entry for such land use upon such terms, limitations and conditions consistent with law as may be required by the city council.~~

11.20.120 - ~~Water contact sports prohibited~~ Recreational water activity.

- A. It is unlawful for any person to engage within the ~~small boat harbor~~ Port of Cordova in any recreational activity in which the body of the person comes into physical contact with water,

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including, but not limited to, swimming, wind surfboarding, paddle boarding or diving, unless written application is made and permission is obtained in advance from the harbormaster. ~~The harbormaster shall develop such procedures and regulations as may be necessary for the granting of permission as modified if necessary, upon adoption by the city council by resolution.~~

- B. Upon notification to the harbormaster it shall be lawful for a person to engage within the ~~small boat harbor~~ Port of Cordova in the activity of diving if the purposes for which the dive is being conducted are related:

~~1.(i)~~ to the inspection, maintenance or repair of any vessel moored within the ~~small boat harbor~~ Port of Cordova, or of any equipment attached thereto; or

~~2.(ii)~~ to the inspection, maintenance, repair, construction or improvement of ~~port and harbor~~ Port of Cordova facilities. All divers shall prominently display a diver's-down flag in the area in which the diving occurs with a minimum size of twelve inches by twelve inches. No diver shall be submerged below the surface of the water without providing an observer at the surface. All divers shall observe all appropriate diving safety precautions.

~~11.20.130 – Parking in the lanes.~~

~~Parking unattended vehicles in fire lanes or approach tressles of the small boat harbor shall be a violation of this section. The penalty for violation of this section is seventy-five dollars.~~

~~11.20.140~~ 11.20.130 - Unauthorized blocking of stored vessels.

No fifty-five gallon drums will be used to block any vessel stored within the Port of Cordova. All blocking for vessels stored within the ~~port~~ Port of Cordova must be approved by the harbormaster.

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.24 - POLLUTION CONTROL

Chapter 11.24 - POLLUTION CONTROL

Sections:

- 11.24.010 - Petroleum spills prohibited.
- 11.24.020 - Petroleum pollution prevention devices required.
- 11.24.030 - Petroleum spill reporting required.
- ~~11.24.040 - Enforcement.~~
- ~~11.24.050 - Waiver of rights.~~
- ~~11.24.060 - Refusal of search.~~
- ~~11.24.070 - Violation Penalties.~~

11.24.010 - Petroleum spills prohibited.

It is unlawful for any vessel owner or owner's agent or any other person to spill or allow to be spilled any petroleum product within the Port of Cordova ~~small boat harbor~~.

11.24.020 - Petroleum pollution prevention devices required.

All vessels moored in the ~~small boat harbor~~ Port of Cordova shall be required to have aboard them at all times absorbent materials designed to soak up petroleum products, ~~a device designed to prevent petroleum products from being pumped or otherwise spilled overboard into the waters of the small boat harbor~~. However, open skiffs powered by outboard engines and with no inboard machinery are exempted from this requirement. The following devices are approved types for purposes of this chapter:

A. ~~Absorbent materials designed to soak up petroleum products;~~

B. ~~Oil water separators designed to be located on the outlet side of a bilge pump in such a manner as to remove any petroleum products from the bilge waters being pumped overboard. These pollution prevention devices must be cleaned or drained or replaced as required by the manufacturer or as frequently as necessary to insure their proper operation.~~

11.24.030 - Petroleum spill reporting required.

Any person having knowledge of a petroleum spill within the ~~small boat harbor~~ Port of Cordova shall immediately report such spill to the harbormaster ~~or his designee, US Coast Guard~~ or to the ~~department of public safety~~ Police Department.

~~11.24.040 - Enforcement.~~

- ~~A. In the event that the harbormaster or his designee has reason to believe that a certain vessel is responsible for an instance of petroleum pollution in the small boat harbor, he may make request the vessel's owner or owner's agent to investigate the suspect vessel for the purpose of determining if the pollution devices are in place as required by this chapter or for purpose sampling a suspected pollution source.~~
- ~~B. If the vessel's owner or the owner's agent agrees to the investigation, he shall sign the following form:~~

~~"WAIVER OF SEARCH~~

I, _____ having been informed of my constitutional rights not to have a search made of the vessel hereinafter mentioned without a search warrant and of my right to refuse consent to such a search, hereby authorize _____ Harbor Master/Harbor Master's designee of the City of Cordova to conduct a search of my vessel _____ located at

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.24 - POLLUTION CONTROL

Float _____, Stall _____, Cordova Small Boat Harbor for the purpose of determining if the required pollution devices are in place and properly maintained and to sample any suspected pollution source. This officer is authorized by me to take from my vessel any materials or other property which he may deem necessary on enforcing the pollution control ordinance.

This written permission is being given by me to the above named Harbor Master or his designee voluntarily and without threats or promises of any kind.

	Signed

	Date
_____”	
Witness	

11.24.050 – Waiver of rights.

If the harbormaster or his designee believes that the vessel owner or the owner’s agent may make a statement that could be used against him in court, the harbormaster or his designee must read and provide the vessel owner or the owner’s agent their individual rights and provide them a copy of same. The rights provided shall state:

“Before we ask you any question, you must understand your rights.

1. You have the right to remain silent.
2. Anything you say can and will be used against you in a court of law.
3. You have the right to talk to a lawyer and have him present with you while you are being questioned.
4. If you cannot afford to hire a lawyer, one will be appointed to represent you before any questioning, if you wish.
5. You can decide at any time to exercise these rights and not answer any questions or make any statements.”

Thereupon the vessel owner or owner’s agent shall be requested to sign the following form:

“WAIVER OF RIGHTS

I have read this statement of my rights and I understand what my rights are. I am willing to make a statement and answer questions. I do not want a lawyer at this time. I understand and know what I am doing. No promises or threats have been made to me and no pressure or coercion of any kind has been used against me.

	Signed

	Time and Date
_____”	

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.24 - POLLUTION CONTROL

Witness	
---------	--

~~11.24.060 - Refusal of search.~~

~~If a vessel owner or the owner's agent refuses to allow the harbormaster or his designee to investigate his vessel, the harbormaster may follow the approved procedure to acquire a search warrant.~~

~~11.24.070 - Violation Penalties.~~

- ~~A. Failure to obey or comply with any provision of this chapter or any rule, order or regulation issued thereunder is a violation.~~
- ~~B. The minimum penalty upon conviction for a violation under this subsection is fifty dollars; provided, however, that the penalty for a second or other subsequent violations shall be no less than fifty dollars nor no more than three hundred dollars for each such violation.~~

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.28 – NUISANCES DECLARED-REMOVAL

Chapter 11.28 - NUISANCES DECLARED-REMOVAL

Sections:

- 11.28.010 - ~~Derelicts~~ Nuisances declared.
- 11.28.020 - Other nuisances.
- 11.28.030 - Abatement or disposal.
- 11.28.040 - Abandoned property.
- ~~11.28.050 - Sunken or obstructive vessels.~~
- ~~11.28.060~~ 11.28.050 - Floating objects.
- ~~11.28.070~~ 11.28.060 - No custody of ~~derelicts~~ nuisances.

~~11.28.010 - Derelicts.~~

~~For the purposes of this title and in the interest of the greatest use of the facilities of the boat harbor and the municipal waters by the general public, vessels in the boat harbor and elsewhere on the municipal waters which are derelicts and unfit and unseaworthy or which are maintained in such manner as to make them liable to sinking for lack of being pumped or other maintenance, or which have been declared unqualified by the harbormaster under the provisions of Section 11.16.070, or which are maintained in a manner as to constitute a fire hazard, and sunken vessels and vessels in imminent danger of sinking, are declared to be nuisances and subject to abatement and removal from the boat harbor or other municipal waters, by the city or its agents, without liability on the city or its agents for any damage done by virtue of the removal or for any of its consequences.~~

11.28.010 - Nuisances declared.

- A. For the purposes of this title and in the interest of the greatest use of the facilities of the Port of Cordova and the waterways, a vessel is a nuisance if:
1. The vessel is in violation of the parking, mooring or traffic regulations of the Port of Cordova;
 2. Any rent, fee or charge due to the City for the vessel has not been paid within ninety (90) days of the rent, fee or charge due date;
 3. The vessel is not properly identified by name and/or number and the owner, operator or agent is not on board;
 4. The vessel causes an obstruction to navigation;
 5. The vessel is unfit, unseaworthy or maintained in such a manner as to make it liable to sink for lack of being pumped or other maintenance;
 6. The vessel is unqualified under the provisions of Section 11.16.070;
 7. The vessel constitutes a fire hazard; or
 8. The vessel is sunken or is in imminent danger of sinking.
- B. A vessel declared to be a nuisance is subject to abatement and removal from the Port of Cordova or other waterways by the City or its agents, without liability on the City or its agents for any damage done by virtue of the removal or for any of its consequences.

11.28.020 - Other nuisances.

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.28 – NUISANCES DECLARED-REMOVAL

Refuse of all kinds, brine, slime and fish processor waste, structures or pieces of any structure, dock sweepings, dead animals or parts thereof, timber, logs, piles, broomsticks, lumber, boxes, paint, plastic bags, empty containers and oil of any kind floating uncontrolled on the water, and all other substances or articles of a similar nature are declared to be public nuisances, and shall be unlawful for any person to throw or place in or permit to be thrown, or placed any of the above-named articles or substances in the ~~boat harbor~~ Port of Cordova or the waterways ~~municipal waters~~, either by high tides, storms, floods or otherwise.

Nets, gear and other material left on any float or dock for more than twenty-four hours are declared a nuisance, and shall be tagged with a warning tag by the harbormaster. Any person causing or permitting the nuisances to be placed on any float or dock as aforesaid shall remove the ~~same~~ nuisance and upon ~~his~~ the failure to do so within twenty-four hours of ~~tagging of~~ the nuisance being tagged by the harbormaster, the same may be removed or caused to be removed by the harbormaster. When the harbormaster has authorized such nuisances to be removed or stored, all costs of such removal or storage shall be paid by and recoverable from the person creating the nuisance. The abatement of any such public nuisances shall not excuse the person responsible therefor from prosecution under this chapter.

11.28.030 - Abatement or disposal.

- A. Nuisances described under this chapter constituting a clear and present danger to the public health, safety or general welfare may be summarily abated and are not subject to the notice requirements of Section 11.32.030 or the pre-impoundment hearing requirements of Section 11.32.040. Nuisances constituting a clear and present danger to the public health, safety or general welfare are subject to the post-impoundment hearing requirements of Section 11.32.045. ~~Vessels declared nuisances under Section 11.28.010 which do not constitute a clear and present danger to the public health, safety or general welfare may be removed, impounded and disposed of as provided in Section 11.32. Other nuisances under Section 11.28.020 may be impounded, disposed of by destruction, private sale, or any other means deemed reasonable by the harbormaster. Such disposition is to be made without liability of the city to the owner of the nuisance.~~
- B. Vessels declared nuisances that do not constitute a clear and present danger to the public health, safety or general welfare may be removed, impounded and disposed of as provided in Section 11.32.
- C. Other nuisances under Section 11.28.020 may be impounded, disposed of by destruction, private sale or any other means deemed reasonable by the harbormaster. The City holds no liability to the owner of the nuisance for the disposition of the nuisance.

11.28.040 - Abandoned property.

Any vessel or object in the ~~boat harbor~~ Port of Cordova or in any of the ~~municipal waters~~ waterway ~~which~~ that is abandoned may be impounded, sold or otherwise disposed of as provided in this title, herein. ~~Failure of any vessel owner,~~

Title 11 - PORT AND HARBOR FACILITIES
Chapter 11.28 – NUISANCES DECLARED-REMOVAL

~~master, operator or managing agent to register, pay moorage fees or service fees provided by this title shall be presumed to constitute an abandonment. A vessel or object is considered abandoned if a vessel owner, master, operator or managing agent has failed to register or pay moorage or service fees for the vessel or object as is required by this title.~~

~~11.28.050 – Sunken or obstructive vessels.~~

~~When any vessel or watercraft or obstruction has been sunk or grounded, or has been delayed in such manner as to stop or interfere with or endanger navigation, moored boats or any harbor vessels, the harbormaster may order the same immediately removed, and if the owner or other person in charge thereof after being so ordered does not proceed immediately with such removal the harbormaster may take immediate possession thereof and remove the same, using such methods as in his judgment will prevent unnecessary damage to such vessel or watercraft or obstruction, and the expense incurred by the harbormaster in such removal shall be paid by such vessel or watercraft or obstruction or the owner or other person in charge thereof; and in case of failure to pay the same the city may maintain an action for the recovery thereof.~~

~~11.28.060~~ 11.28.050 - Floating objects.

All vessels, watercraft, logs, piling, building material, scows, houseboats or any other article of value found adrift in the ~~municipal waters~~ waterways of the Port of Cordova ~~of small boat harbor~~, may be taken in charge by the harbormaster and may be subject to the reclamation by the owner thereof on payment ~~by him~~ to the ~~e~~City of any expenses incurred by the ~~e~~City, and in case of a failure to reclaim may be sold or disposed of as abandoned property.

~~11.28.070~~ 11.28.060 - No custody of derelicts nuisances.

The ~~Cordova Small Boat Harbor and the~~ Port of Cordova shall not accept ownership or custody of sunken or derelict vessels or any nuisance as declared under Section 11.28.010 unless expressly accepted by the harbormaster in writing.

Title 11 - PORT AND HARBOR FACILITIES
11.32 - IMPOUNDED VESSEL-DISPOSITION PROCEDURE

Chapter 11.32 - IMPOUNDED VESSEL-DISPOSITION PROCEDURE

Sections:

- 11.32.010 - Impoundment of ~~boats or~~ vessels for violations.
- 11.32.020 - Storage charge.
- 11.32.030 - Notice to owner.
- 11.32.040 - Right to pre-impoundment hearing.
- 11.32.045 – Right to post-impoundment hearing.
- 11.32.050 - Notice of sale.
- 11.32.060 - Sale.
- 11.32.070 - Other disposition.

11.32.010 - Impoundment of ~~boats or~~ vessels for violations.

~~The harbormaster is authorized to impound any boat or vessel in the small boat harbor whose owner, operator or agent is not aboard and which is not properly identified by name and/or number; or any boat or vessel in the small boat harbor which is in violation of any of the parking, mooring or traffic regulations of the small boat harbor; or any boat or vessel in the boat harbor whose owner, operator or agent, has not paid the stall rent or any other fee or charge due the city for the boat or vessel by the due date of such rental, and such rental, fee or charge is thirty days past due, or any vessel which has failed to qualify and whose owner, operator, or agent has failed to remove in accordance with the notice given under Section 11.16.070.~~

The harbormaster may impound a vessel that is in violation of this title by immobilizing it, removing it or having it towed from the waterway and placed in City or commercial storage with all expenses and risks of haul-out and storage to be borne by the vessel owner.

11.32.020 - Storage charge.

~~The owner, operator or agent or person entitled to possession~~operator or agent of any~~the~~ vessel impounded by the eCity shall be subject to and liable for a storage ~~charge~~ fee set by the city council by resolution, and shall be subject to and liable for all costs incurred by the eCity by reason of the impounding or removal.

11.32.030 - Notice to owner.

Except as provided in Section 11.32.045, a~~At~~ least ten days prior to impounding ~~any~~ vessel, the eCity shall cause to be posted on the vessel, in the harbormaster's office, in ~~the~~ eCity ~~H~~hall and on the bulletin board at the United State Post Office, notice of ~~such~~ the action to be taken by the eCity. A copy of the notice shall be mailed to the owner, operator or agent of the vessel at his or her last known address, which address shall be the same as that furnished in accordance with ~~the provisions of~~ Section 11.16.010. The notice shall contain the name and/or number of the vessel, the name and address, if known, of the owner, ~~operator or agent~~ and the vessel's location ~~of vessel~~.

11.32.040 - Right to pre-impoundment hearing.

Title 11 - PORT AND HARBOR FACILITIES
11.32 - IMPOUNDED VESSEL-DISPOSITION PROCEDURE

- A. ~~Except as provided in Section 11.32.045, As to any vessel proposed for impoundment pursuant to this chapter by or at the request of the city, its agents or employees, the owner of a vessel or person entitled to possession of the vessel, operator or agent of the vessel has the right to a pre-impoundment preimpoundment administrative hearing to determine whether there is probable cause to impound the vessel if the owner or person entitled to possession of the vessel~~such person ~~files a written demand on forms so provided for such a hearing with the city clerk within ten days after such person has learned such vessel will be impounded or within ten days after the mailing of the notice required by Section 11.32.030 being mailed, whichever occurs first.~~
- B. A pre-impoundment administrative hearing shall be conducted before a hearing officer designated by the city manager within forty-eight hours of receipt of a written demand ~~therefor~~ from the person seeking the hearing unless such person waives the right to a speedy hearing. Saturdays, Sundays and ~~e~~City holidays are to be excluded from the calculation of the forty-eight-hour period. The hearing officer shall be someone other than the persons who will direct the impounding and storage of the vessel. The sole issue before the hearing officer shall be whether there is probable cause to impound the vessel in question. "Probable cause to impound" shall mean such a state of facts as would lead a person of ordinary care and prudence to believe that there was a breach of local, municipal, state or federal law or regulations rendering the vessel subject to impoundment. The hearing officer shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence. The person demanding the hearing shall carry the burden of establishing that such person has the right to possession of the vessel in question. The harbormaster shall carry the burden of establishing that there is probable cause to impound the vessel in question. At the conclusion of the hearing, the hearing officer shall prepare a written decision. A copy of such decision and the reasons thereof shall be provided to the person demanding the hearing and the owner of vessel if such owner is not the person requesting the hearing. The hearing officer's decision in no way affects any criminal proceeding in connection with the impound in question and any criminal charges involved in such proceeding may only be challenged in the appropriate court. The decision of the hearing officer is final. Failure of the owner or person entitled to possession of the vessel, operator or agent to request or attend a scheduled pre-impoundment hearing shall be deemed a waiver of the right to such hearing.
- C. The hearing officer shall only determine that as to the vessel in question either that there is probable cause to impound the vessel or that there is no such probable cause. In the event that the hearing officer determines that there is no probable cause, the hearing officer shall prepare and date a certificate of no probable cause, copies of which shall be given to the owner or person entitled to possession of the vessel, operator or agent and to the harbormaster. In the event that the hearing officer determines that there is probable cause, the hearing officer shall prepare and date a certificate of probable cause, copies of which shall be given to the owner or person entitled to possession of the vessel, operator or agent and the harbormaster. Upon receipt of such certificate of probable cause, the harbormaster may proceed with impoundment and disposition of the vessel by removal, sale or destruction as authorized by this chapter.

11.32.045 – Right to post-impoundment hearing.

- A. Unless otherwise provided, the procedure set forth in this section shall apply whenever a vessel has been impounded or removed or a nuisance vessel abated pursuant to Section

Title 11 - PORT AND HARBOR FACILITIES
11.32 - IMPOUNDED VESSEL-DISPOSITION PROCEDURE

- 11.28.030(A) or the pre-impoundment hearing procedures under Section 11.32.040 were not followed.
- B. When a vessel poses clear and present danger to the public health, safety or general welfare notice shall be personally delivered or mailed to the owner of the vessel, if the name and location of the owner is known, within twenty-four hours after the vessel's impoundment, removal or abatement.
- C. The owner of the vessel or person entitled to possession of the vessel has a right to a post-impoundment hearing if that person submits a written demand for a post-impoundment hearing to the city clerk within fifteen days after the City mailed the impoundment notice. The post-impoundment hearing shall be held within forty-eight hours after a written demand is timely submitted. Saturdays, Sundays and City holidays are to be excluded from the calculation of the forty-eight hour period. The hearing officer shall be someone other than the persons who directed the impounding and storage of the vessel. The hearing officer shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence.
- D. A post-impoundment hearing officer shall determine whether there was probable cause to impound the vessel. If the hearing officer determines that there was not probable cause to impound the vessel, the hearing office shall require the release of the vessel to the owner without payment of the towing, storage or other accrued storage, impoundment, and abatement fees or the hearing officer will entitle the owner to a refund or reimbursement if the owner already paid the fees. If the hearing officer determines that there was probable cause for the impoundment of the vessel, the harbormaster may proceed to dispose of the vessel as provided in this Chapter.
- E. Failure of the owner or person entitled to possession of the vessel, ~~operator or agent~~ to request or attend a post-impoundment hearing shall be deemed a waiver of the right to such hearing.

11.32.050 - Notice of sale.

Any vessel impounded shall be held by the eCity for a period of not less than thirty days during which the city shall publish in a newspaper of general circulation in Cordova a notice describing the vessel in general terms, including the name and/or register number, ~~if any,~~ the name and address of the owner, ~~operator or agent,~~ if known, or if not known shall so state the location of the vessel and the intention of the eCity to sell the same at public auction, on a day and at a place and time certain, not less than ten days prior to the sale, for cash to the highest ~~and best~~ bidder. At any time prior to the auction, the owner, operator or agent may redeem the vessel by a cash payment of all eCity charges against the vessel ~~boat~~.

11.32.060 - Sale.

~~The minimum acceptable bid shall be a sum equal to the city's charges against the vessel.~~ The proceeds of the sale shall be first applied to the costs of sale, then to impoundment fee and storage charges ~~moorage and service fees accrued~~, and the balance, if any, shall be held in trust by the eCity for the owner of the vessel to claim; and if not claimed within one year, the balance shall be deposited into the ~~port and harbor~~ Port of Cordova enterprise fund. Upon the sales being ~~made~~ executed, the eCity

Title 11 - PORT AND HARBOR FACILITIES
11.32 - IMPOUNDED VESSEL-DISPOSITION PROCEDURE

shall make and deliver ~~its~~ a bill of sale, without warranty, conveying the vessel to the buyer.

11.32.070 - Other disposition.

If at the public sale there are no responsive bidders for the vessel or the harbormaster determines that the value of the vessel does not exceed the costs of towing, storage, sale, and other Port of Cordova charges, ~~the harbormaster commission shall~~ may use alternative means for disposition of the vessel ~~to the city council~~. The disposition is to be made without liability of the ~~e~~City, its employees or agents to the owner, operator or lienholder of the vessel.

Section 2. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published in the Cordova Times, a newspaper of general circulation in the City, within ten (10) days after its passage.

1st reading: June 5, 2013

2nd reading and public hearing: June 19, 2013

PASSED AND APPROVED THIS 19th DAY OF JUNE, 2013

James Kacsh, Mayor

Attest:

Susan Bourgeois, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 06-13-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, APPOINTING AN ACTING CITY MANAGER**

WHEREAS, the City Council desires to identify a staff member to be Acting City Manager during the period of time that a new City Manager is being recruited; and

WHEREAS, the City Council is recommending that _____ be appointed as Acting City Manager during this time period; and

WHEREAS, the Acting City Manager will be entitled to all powers normally held by the City Manager.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the appointment of _____ as the Acting City Manager.

AND FURTHER BE IT RESOLVED that the Acting City Manager shall be compensated at the highest level of the designated officer's pay scale for such time as that person is in the position of Acting City Manager.

PASSED AND APPROVED THIS 19th DAY OF JUNE, 2013.

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Memorandum

To: City Council
Thru: City Manager
From: Planning Department
Date: June 12, 2013
Re: Safe Routes to School

Background:

2/13/2013 - P&Z meeting public input and discussion by commission

4/09/2013 - P&Z meeting questions were developed for engineer, public input was heard, commissioner's discussion and staff asked to look at 5th Street as an option

5/29/2013 - Special Meeting to discuss 5th Street option and review the survey of Third Street

6/11/2013 - P&Z Meeting recommendations to City Council were approved.

The Planning and Zoning Commission held a special meeting on 5/29/2013 to discuss the potential Safe Routes to School routes of 5th Street and 3rd Street. Both options were discussed and input was received from **Bill Howard**, Streets Foreman and **Malvin Fajardo**, Water Superintendent. Also presented at this meeting were the answers from the Engineer, the 3rd Street survey results and an email from the State grant administrator addressing questions about changing the grant.

The Planning and Zoning Commission had held 3 previous meetings, all land owners on Third Street were notified of at least two of these meetings. **All** meetings have been advertised on the radio, city web page and the local scanner channel.

At the Special Meeting on 5/29/2013 there was concurrence that the 5th Street option was not feasible due to snow removal cost, increased snow removal time, and the time involved to apply for a new grant.

At the June 11th regular meeting of the Planning and Zoning Commission, these motions were made and approved.

M/Reggiani, S/Greenwood

"I move to recommend to City Council to approve the Safe Routes to School conceptual design for sidewalks and crosswalks as outlined in the USKH 3/23/2011 drawings."

Vote on motion: 7 yeas (Bailer, Reggiani, Greenwood, Pegau, McGann, Baenen, Srb), 0 nays. Motion passes.

M/Pegau, S/Reggiani

"I move to recommend to City Council to direct staff to continue with the process to develop the Safe Routes to School on Third Street."

Vote on motion: 7 yeas (Bailer, Reggiani, Greenwood, Pegau, McGann, Baenen, Srb), 0 nays. Motion passes.

Staff Recommendation

Staff recommends that the City move forward with the 3rd Street option as the current 35% drawings reflect. The project foreman and engineer can evaluate and determine if the East side of the street is the best option as they move forward with design. The Project Foreman and Public Works Director are aware of the possibility of moving the Street and that the paving company may be in town next summer.

Recommended Motion

“I move to approve the Safe Routes to School conceptual design for sidewalks and crosswalks as outlined in the USKH 3/23/2011 drawings and to direct staff to continue with the process to develop the Safe Routes to School on Third Street”

AMENDED-AND-RESTATED EMPLOYMENT AGREEMENT

This ~~Amended and~~ Restated Employment Agreement ("Agreement") by and between the City of Cordova, Alaska, ("Cordova"), a municipal corporation, and Susan Bourgeois ("Clerk"), and is effective as of ~~January 1, 2012~~ May 29, 2013 ("Effective Date").

WHEREAS, Clerk is currently employed by Cordova pursuant to that certain Employment Agreement dated April 13, 2010, which expired by its terms on April 13, 2013 and was extended through a First Amendment from April 14, 2013 up through May 28, 2013; and

WHEREAS, Cordova and Clerk wish to ~~amend and~~ restate the terms and conditions of Clerk's employment by Cordova.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Cordova and Clerk agree as follows:

SECTION ONE: DUTIES OF CLERK

Clerk shall be employed by Cordova and hold the title "City Clerk" of Cordova. Clerk shall perform all duties and discharge all responsibilities of that position as prescribed from time to time by the laws of the State of Alaska, the Charter of the City Cordova, the Cordova Municipal Code, as the same may be amended from time to time, and such other duties as may be reasonably directed by the City Council.

SECTION TWO: COMPENSATION OF CLERK

1. **SALARY.** Notwithstanding anything to the contrary in City of Cordova, Alaska Resolutions 05-10-31 ~~or~~ 05-11-26 or 08-12-37, for services performed Clerk shall receive an annual salary of \$72,111.70,345.60 minus applicable withholding and deductions, commencing on the Effective Date. Such salary shall be payable in accordance with the Cordova Municipal Code and Cordova's regular and customary payroll practices. This salary amount shall be effective for the term of the Agreement, subject to annual review by the City Council. Salary increases may be granted at the discretion of the City Council if consistent with the needs of Cordova and available funds.

2. **EXEMPT POSITION.** Clerk acknowledges that the position of City Clerk is exempt from the overtime requirements of state and federal minimum wage and overtime laws, and as such Clerk is expected to work whatever hours are necessary to accomplish the goals and requirements of the position. The customary work week at Cordova for full time, exempt employees is Monday through Friday from 8:00 a.m. to 5:00 p.m. However, Clerk acknowledges that the specified work hours and work week may differ depending on the needs of the City Council, and that Clerk may frequently be required to work beyond the confines of the regular work week and work hours. Time sheets shall be submitted to the Mayor or his/her designee on the City Council for

signature in accordance with the schedule utilized for other non-elected, non-collectively bargained employees.

3. **BENEFITS.** Clerk shall be entitled to participate in ~~the State of Alaska PERS retirement, benefits, and City-sponsored health and life insurance and medical benefits set forth in Chapter 4.52~~ on the same basis as other full-time regular employees of the City of Cordova Municipal Code, as set forth in Exhibit A hereto., subject to the City's right to amend or terminate such benefits at any time.

4. **PAID TIME OFF.**

- a. Annual Leave - Clerk shall accrue annual leave at a rate of ~~6-1520~~ hours per ~~pay period~~ month. Annual leave may be carried over from ~~one~~ year to the next to a year. The maximum of 160 hours. Accrued annual leave that may be accumulated is 240 hours. Annual leave accumulated in excess of 160 hours will this amount shall be forfeited on December 31 of each year. As A maximum of 240 hours of the Effective Date, Clerk has a "grandfathered" accrued annual leave bank may be cashed out upon separation, subject to the limitations of 240 hours, which shall be paid upon termination; provided, however, that Clerk may not be kept on leave status to "run out" annual leave after termination. Accrued annual leave in excess of 240 hours shall be forfeited upon terminationSection 4, Paragraph 2 hereof. Annual leave must be requested two weeks in advance. Requests for annual leave shall be submitted to the City Council at any of its regularly scheduled twice-monthly meetings.
- b. Medical Leave - ~~Medical leave shall accrue, be utilized and be subject to cash out as provided in Section 4.56.200 of the Cordova Municipal Code, as set forth in Exhibit A hereto.~~ Clerk shall accrue medical leave at a rate of 15 days per year. Medical leave may be carried over from year to year. Fifty percent (50%) of Clerk's accrued medical leave may be cashed out upon separation on favorable terms up to a maximum of 520 hours, subject to the limitations of Section 4, Paragraph 2 hereof. For an absence due to sudden illness or other unanticipated events, Clerk shall telephone the Mayor or the designated City Council representative as soon as possible prior to the time Clerk is scheduled to report for work.
- c. Miscellaneous - Annual and sick leave both accrue during the period of time Clerk is on a paid leave, but not during leave without pay. Neither annual leave nor sick leave may be advanced.

5. **TRAVEL, MEETINGS, AND PROFESSIONAL DEVELOPMENT.** Clerk shall receive allowance for travel, out-of-town meetings or professional development expenses as authorized by the City Council in the budget for each fiscal year or as approved in advance by the City Council from time to time. Subject to the foregoing,

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Clerk agrees to pursue professional development to attain and/or maintain the designation of Certified Municipal Clerk.

SECTION THREE: PERFORMANCE EVALUATION

The City Council shall evaluate the performance of Clerk no less frequently than annually during the term of this Agreement. The evaluation shall be completed in accordance with written guidelines of expected standards of performance and personal conduct and a written performance evaluation procedure approved by the City Council prior to each evaluation and provided in advance to Clerk.

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SECTION FOUR: TERM, TERMINATION AND SEVERANCE PAY.

1. **TERM.** The term of the Agreement is from the Effective Date though ~~April 13, 2013~~May 28, 2016 unless terminated earlier pursuant to Paragraph 2 of this Section Four.

2. **TERMINATION.** The Agreement and Clerk's employment hereunder are terminable at will and at any time by the City Council without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood by Clerk that she holds her position at the will of the City Council of the City of Cordova. Clerk understands and agrees that no representations or course of conduct by the City Council shall establish any legally enforceable expectation of her continued employment by the City Council.

Clerk shall provide the City Council with written notice of her resignation no less than sixty (60) days prior to the effective date of her resignation or expiration of this employment agreement. If Clerk resigns without providing such notice, then Clerk shall forfeit all benefits, if any, which Clerk otherwise would be entitled to receive under this Agreement, including without limitation the cash out of any accrued, unpaid annual or medical leave.

Dismissal and grievance procedures applicable to other City employees as provided in the Cordova Municipal Code, if any, shall not apply to the termination of Clerk's employment by the City Council.

3. **SEVERANCE PAY.** If the City Council terminates Clerk's employment without cause, and Clerk executes and does not revoke a waiver and release prepared or approved by the City Council, then Cordova shall pay Clerk a lump sum severance payment equal to three months' salary for Clerk, minus applicable withholdings and deductions.

If Council terminates Clerk's employment with cause or if Clerk resigns her employment, regardless of cause, then Clerk shall receive no severance pay. For purposes of this Agreement, "cause" includes, but is not limited to, acts of dishonesty, criminal violations, conduct that undermines public confidence in the integrity and efficacy of the Cordova government ~~and~~, failure to implement policies and reasonable directives of the City Council, or any other reason that constitutes just cause under the laws of the State of Alaska.

SECTION FIVE: OTHER EMPLOYMENT

Clerk acknowledges that she must devote a great deal of time outside normal City office hours to the business of Cordova. Clerk shall not undertake employment with any person or entity other than Cordova without prior approval of the City Council.

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SECTION SIX: INDEMNIFICATION BY CORDOVA

Cordova shall indemnify, hold harmless and defend Clerk against all claims and liability which may result from any claim, action or suit by any person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by Clerk in the performance of her official duties during the duration of her employment with Cordova under this Agreement; provided, however, that Cordova shall not be obliged to indemnify, hold harmless or defend Clerk against any claim or liability arising out of or resulting from acts or omissions which, in the sole judgment of Cordova, may occur or that may be alleged to have been caused by Clerk while acting outside of course and scope of her official duties, or from any false, deceptive, dishonest or criminal act or omission under the laws and regulations of the United States of America, the State of Alaska and/or any political subdivision thereof.

SECTION SEVEN: GENERAL PROVISIONS

1. **CHOICE OF LAW, EXCLUSIVE VENUE.** Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and the City of Cordova, Alaska, and the exclusive forum for any legal proceedings regarding such dispute shall be the Superior Court for the State of Alaska, Third Judicial District at Cordova.

2. **ASSIGNMENT.** This Agreement shall not be assignable, in whole or in part, by either Party without the written consent of the other Party.

3. **SEVERABILITY.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

4. **WAIVER.** The waiver by either Party of a breach of any of the provisions of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by a Party.

5. **AMENDMENT.** This Agreement may be amended in writing my mutual agreement of the Parties.

6. **APPLICATION OF CITY CODE AND PERSONNEL POLICIES.** Unless expressly contrary to a provision hereunder or as contrary to the laws of the State of Alaska, the Charter of the City of Cordova, or the Cordova Municipal Code, Clerk's employment shall be subject to the personnel policies and rules applicable to non-

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elected, non-represented employees of Cordova, as the same may be amended from time to time.

7. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire Agreement between Clerk and Cordova, and supersedes all prior oral or written understandings, if any, between Clerk and Cordova, including without limitation, the predecessor employment agreement dated April 13, 2010 between the Parties, and the First Amendment thereto, dated April 14, 2013.

IN WITNESS WHEREOF, the City Council of the City of Cordova has caused this Agreement to be signed and executed on the City Council's behalf by its Major and duly attested by its Human Resources Officer, and Susan Bourgeois has executed this Agreement for and on behalf of herself, on the day and year first written above.

City Council of the City of Cordova, Alaska

By: _____

Its: _____

Human Resource Officer of City of Cordova, Alaska

Clerk

Susan Bourgeois

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Don Moore

From: John Bitney <johnbitney@yahoo.com>
Sent: Tuesday, June 11, 2013 6:11 PM
To: James Kacsh-home; Don Moore
Cc: Theresa Carte
Subject: health care professional housing
Attachments: medical housing.docx

Mayor

Attached is a briefing memo on the issue of proceeding forward with a proposal to develop housing for health care professionals.

I have copied Theresa in order that she can review my comments about the need and design features.

Please let me know if this is what you wanted. My hope is that this will facilitate the discussion enough to get things moving forward.

Thank you.
John

MEMORANDUM

June 11, 2013

TO: James Kasch, Mayor
Don Moore, City Manager

FROM: John Bitney

SUBJECT: Cordova Health Care Housing Development

This memo is to provide an update and general description of a proposal for the City of Cordova to help facilitate the development of housing for health care professionals.

The Cordova Health Care Housing Development will provide a quality, affordable housing choice for health care professionals who work at the Cordova Community Medical Center. The project is intended to increase retention rates of health care workers in Cordova providing housing opportunities that are safe, comfortable, and affordable.

BACKGROUND

At the City Council meeting of September 5, 2012, a proposal was discussed to begin developing a grant application to the Alaska Housing Finance Corporation (AHFC) for the development of housing for health care professionals.

AHFC is a state public corporation that, among its many different housing programs, has a grant program for the acquisition, rehabilitation, or construction of housing for teachers, health professionals, or public safety officials in small communities. Known as the Teacher, Health Professional, and Public Safety Housing Grant (THHP) Program, grants are provided for up to 85% of a project's total development cost.

The THHP is a competitive grant program. Grant applications require an extensive amount of detail & information describing the project. Some of the requirements in the application include:

- Detailed project descriptions, including the number of units, square footage, and cost estimates
- A building design, including identification of the project's construction contractor
- A financial feasibility report, including operations and maintenance income & expenses

- Compliance with local planning and zoning requirements
- Resolutions & letters of support from the local City Council, community organizations, and interested parties.

The Cordova Health Care Housing Development has been identified by the Cordova Community Health Center administration as a priority need for the professional staff.

Cordova's local housing market has a shortage of readily available units. While the Health Center strives to hire full time, permanent employees who will live in Cordova and maintain their own residence, the Health Center administration foresee the continued need for a minimum number of units being necessary to provide housing for employees - particularly during spring and summer months when the local influx of seafood workers and fishermen completely fill up any and all rental housing. (It is also during these summer months when the hospital requires additional housing facilities to be available for the increased staffing levels necessary to meet the increase in seasonal community population.)

Currently, the Health Center has seven (7) contracted rental properties with 11 bedrooms. The cost per bedroom averages \$1,003/month, which includes utilities (heat, electric, garbage, sewer, & water) and cable TV & internet.

There is no housing coordinator contact at the Health Center. The facility administration works with the internal human resources coordinator, administrative assistant, and maintenance staff to help meet the space needs of all traveling professional staff.

The current occupancy rate for the rental properties has been approximately 82%, with some single units vacant for up to 1 - 2 weeks. This is considered a very high and good occupancy rate.

PROPOSAL

Based on anticipated future staff hiring, the Health Center administration has stated a long term need for 4 units with up to 6 bedrooms available. This is based on intentions to hire full time staff for certain positions currently covered by travelers (reducing need for rooms) combined with maintaining a minimum number of units available.

The units are envisioned to be owned by the City of Cordova, and managed through an agreement with the Health Center that will comply with requirements of the grant.

The City of Cordova would be responsible for insuring the property, and the Health Center would select tenants.

COUNCIL ACTION REQUESTED

In order to move this proposal forward, the City Council needs to provide direction on how to evaluate options for a project location. There are essentially two choices: 1) new construction, or 2) acquisition & renovation.

New construction offers the benefit of designing a project to fit the needs of the Health Center. Design features that have been mentioned are car ports, laundry for each unit, storage, and possible pet allowances. Sites for new construction would require availability of city-owned lots near the Health Center, or the acquisition of lots from private landowners.

Acquisition and renovation is another option, and would provide the opportunity to upgrade of existing units. Depending on the condition of the property, units could be made available much quicker with minimal impact on the local market. Achieving any desired design features would depend on the property acquired and the size & condition of the structure.

Information on these options needs to be more fully developed. The action needed now is direction on whether this should be brought to the Council, or referred elsewhere (EG. Planning, Manager, etc.) for review and recommendations.

By directing the process for gathering information and making recommendation, Council can establish the path necessary for putting together the details necessary for a grant application.

CONCLUSION

Any grant application for the development of housing for health care professionals will require a clear history of building the necessary community consensus and authorizations for a project to proceed. This is just the first of many steps and discussions yet to occur in order for a project to be built.

Pending agenda:

Second meetings of the month plan – July, and Aug, 2013?

Providence Review/Evaluation of Management - discussion

Saw Mill Avenue Extension Project – P&Z options/recommendations

2nd July Meeting (i.e. 7/17/13), P&Z to have results of South Fill forums from Agnew & Beck

Capital Priorities List Meeting –**September 2013, December 2013, March 2014, June 2014**

Discussion of City Auditor RFP – **September 4, 2013** Regular Meeting

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, Dan Logan, Mark Lynch, Sam Greenwood, Moe Zamarron, Dave Reggiani, Cathy Sherman

Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Marine Advisory Program Coordinator; John Bocci; and Jeremy Botz, ADF&G

Cordova Trails Committee: Elizabeth Senear, VACANCY, Jim Kallander, Toni Godes, and David Zastrow

Public Services Building Design Committee: David Reggiani - Chairman, Chief George Wintle, vacancy, Jim Kacsh, Dick Groff, Mike Hicks, Tom Bailer

E-911 Committee: Chief George Wintle – Chairman, Bret Bradford, Gray Graham, Dick Groff, Mike Hicks (and/or Paul Trumblee), David Allison, George Covell

City Manager Assessment Committee: Cindy Bradford, Mark Frohnapfel, Don Sjostedt, Kelly Weaverling, EJ Cheshier, James Kacsh, Dave Reggiani

Calendars:

3 months of calendars are attached hereto
June 2013; July 2013; August 2013

June 2013

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm	HSL-High School Library RFI-Reluctant Fisherman Inn					1
2 City Mgr Candidates arrive CDV	3 5-7 Candidate meet and greet RFI—public invited	4 11am Special mtg—interviews; recess till 7pm	5 6:15 HSB LMR 7:30 reg mtg LMR	6 Clerk out of office	7 Clerk out of office	8
9	10 5:30 Parks & Rec LMR	11 6:30 P&Z LMR	12 7:00 Sch Bd HSL 7:00 Hrb Cms CH	13	14	15 Open house Cordova center 11am—2pm
16	17	18	19 7:15 pub hrg LMR 7:30 reg mtg LMR	20	21	22
23	24	25	26	27	28	29
30					Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm	HSL-High School Library RFI-Reluctant Fisherman Inn

July 2013

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library	<i>1</i>	<i>2</i>	<i>3</i> time tbd HSB LMR 7:30 reg mtg LMR	<i>4</i> Independence Day Offices Closed Street Party—First Street/Cordova Center front yard	<i>5</i>	<i>6</i>
<i>7</i>	<i>8</i> 5:30 Parks & Rec LMR	<i>9</i> 6:30 P&Z LMR	<i>10</i> 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	<i>11</i>	<i>12</i>	<i>13</i>
<i>14</i>	<i>15</i>	<i>16</i>	<i>17</i> 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	<i>18</i>	<i>19</i> —Clerk vaca—	<i>20</i>
<i>21</i>	<i>22</i> —Clerk vaca—	<i>23</i> —Clerk vaca—	<i>24</i> —Clerk vaca—	<i>25</i> —Clerk vaca—	<i>26</i> —Clerk vaca—	<i>27</i>
<i>28</i>	<i>29</i> —Clerk vaca—	<i>30</i> —Clerk vaca—	<i>31</i>			Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library

August 2013

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
				<i>1</i>	<i>2</i>	<i>3</i>
<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i> 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	<i>8</i>	<i>9</i>	<i>10</i>
<i>11</i>	<i>12</i> 5:30 Parks & Rec LMR	<i>13</i> 6:30 P&Z LMR	<i>14</i> 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	<i>15</i>	<i>16</i>	<i>17</i>
<i>18</i>	<i>19</i>	<i>20</i>	<i>21</i> 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	<i>22</i>	<i>23</i>	<i>24</i>
<i>25</i>	<i>26</i>	<i>27</i>	<i>28</i>	<i>29</i>	<i>30</i>	<i>31</i>
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